



# Terms and Conditions

## HuayHuash Expedition Peru

### 1 Definition

1.1 The Travel Agency is the company offering journeys under its own company name to individuals or groups of customers. LEF Expeditions Ltd. is considered a travel agency.

1.2 The Local Travel Company is the company organising the tour on behalf of or in partnership with the Travel Agency. LEF Expeditions Ltd. operates with local travel companies to organise expeditions.

1.3 The Customer is the person who agrees to undertake expedition on individual behalf and on behalf of any person or child travelling with or in the care of the customer.

1.4 An Expedition Contract is a mutual agreement between Customer and Travel Agency to undertake an expedition. The Expedition Contract is also referred to as Contract.

1.5 The Expedition is considered the tour, journey or package provided by the Travel Agent to the Customer.

1.6 Duration of expedition is mentioned in full days. This may mean that the actual duration of the expedition could be less depending on departure and arrival times related to each expedition.

### 2 Binding Contract

2.1 The Customer makes the booking verbally or in writing via telephone, fax, e-mail, on LEF Expeditions Ltd. website. By making the booking, the Customer agrees to the completion of a Contract with the Travel Agency to undertake an expedition. The booking is made based on the expedition descriptions on the Travel Agent's website, brochures, on other supplementary information issued by the Travel Agent and these Terms and Conditions.

2.2 Under normal circumstances the Travel Agent will inform Customer if booking can be confirmed or not within 48 hours. A booking is accepted and becomes definite only when the Travel Agent in partnership with Local Travel Company confirms your booking. It is at this point that a contract between the Travel Agent and the Customer comes into existence. The booking confirmation has no prescribed form and can be made via e.g. email or phone, in both cases the Travel Agent send the Customer an email confirming booking.

2.3 If the confirmation you receive differs from your reservation, you must inform the Travel Agent within 7 days. Otherwise the confirmation you receive forms the basis for the contract. In this case, the Customer will be deemed to have accepted the Contract if the Customer informs the Travel Agency verbally or in writing that he/she has done so, or if Customer pays any amount in advance, make full payment or start the tour.

2.4 The contract between travel agent and customer is valid only for the journey and date specified. Customers by accepting to undertake journey agrees both on Customer's individual behalf and on behalf of any person or child travelling with or in the care of the Customer, to be bound by all of its terms on conditions and are responsible for ensuring that all obligations are fulfilled.

## 3 Payments

3.1 Once the Contract has come into force (i.e. the booking has been confirmed), a deposit of 25% of the total expedition price is due within 72 hours.

Final confirmation of your booking will be issued upon receipt of deposit and evidence that you have taken out travel and medical insurance suitable for the expedition.

The balance of all monies due must be received by Travel Agency not later than 65 days before departure. If Customer books expedition within 65 days prior to departure date then full tour price is due immediately minus part for cash payment.

3.2 Should the Customer wish to cancel, cancellation charges will be imposed as described in article 6.1 and are due immediately.

3.3 In the case of non-payment of the deposit and/or balance by the due date, the Travel Agent will send the Customer a notice of late payment with final payment date. If the payment of the Customer is not received by this date, the Travel Agent reserves the right to cancel the booking, and cancellation charges will apply as in article 6.1

3.4 If more than 31 days have passed since Customer received confirmation of booking, and the agreed payment has not been received, the Travel Agent has the right to charge interest on late payments, at a level set by law.

3.5 If the Travel Agent is in a position to provide the services as agreed in the Contract, and the Customer has no legal right to hold back payment, then the Customer is not entitled to benefit from the services without paying the full amount as agreed in advance.

## 4 Changes

4.1 The Travel Agency is only obliged to provide the services defined in the booking confirmation, and as advertised on the Travel Agency's website, brochures or flyers valid at the date of travel, taking into account any information, explanations or stipulations contained within these.

4.2 The Travel Agency does not carry responsibility for general information provided in photos, brochures, advertisements, websites and other information channels, if created and/or published by third person.

4.3 Neither the Travel Agency nor the Local Travel Company, nor any employee of these, has the authority to vary or omit any of the terms of the contract, or give any guarantee or provide information that goes beyond or contradicts the contents of the contract (as per your booking confirmation)

4.4 The Travel Agency and the Local Travel Company reserves the right to make changes and modifications to the advertised expedition, should these become necessary after the contract has been concluded, so long as these are made in good faith, the changes are not major, and they do not affect the general character of the tour. Your statutory rights remain unaffected, should the modified expedition arrangements be deficient. The Travel Agent and the Local Travel Company is obliged to inform you immediately if a major change or modification is necessary. If advised of a major change to a significant part of the expedition, you have the option to cancel the tour with a full refund but without any right to indemnification of any kind from the Travel Agency

## 5 Price and Surcharges

5.1 The price of the expedition is published per person, unless stated otherwise, and includes all services stated explicitly for that specific expedition.

5.2 The price is based on costs, exchange rates and taxes known to the publisher at time of publication. Prices are subject to change when change in price is justified due to incorrect calculation of total amount and/or Travel Agent is affected seriously by exchange rate fluctuation.

5.3 The price of the expedition may only be increased if the circumstances responsible for the increase did not exist and were not foreseeable at the time the contract was concluded.

5.4 If the expedition price is changed after the contract has been concluded, the Travel Agency must inform you immediately. The Travel Agent will not vary the price of your expedition less than 30 days before the start of the expedition.

## 6 Changes to Booking and Cancellation

6.1 The Customer may cancel the booking at any time before starting the expedition. This will lead to cancellation charges being imposed. Cancellation charges are calculated from the day notification is received by the Travel Agency as a percentage of the total price, as shown below

42 and more days before departure:	25% (deposit)
41 – 31 days before departure:	50%
30-10 days before departure:	75%
9-1 days before departure:	100%

6.2 If the journey consists of different parts relating to different cancellation policies then each cancellation policy counts for each separate part. The travel agent will inform the customer if different cancellation policies are applicable on the journey.

6.3 An administration fee of up to 5% of the value of the tour will be charged if changes are made to the departure date, destination, accommodations, catering arrangements or board basis, up to 50 days before departure. There after changes will be treated as cancellations and subject to the charges above, with a new contract then being concluded. This does not apply where changes give rise only to minor costs. Changes are subject to availability.

6.4 Within the framework of existing legislation, the Customer has the right to transfer the booking to another person, only when the new Customer meets all requirements for participation on the expedition, and if the local travel company does not have objections.

Where this gives rise to anything other than minor costs for the Travel Agent and Local Travel Company, and administration fee of 30 Euro will be charged.

## 7 Cancellations by Travel Agency

7.1 The Travel Agency reserves the right to cancel the contract at any time, should the Conduct of the Customer at any time before or after departure appear likely to endanger the safe, happy or comfortable progress of the expedition, or should the Customer act contrary to the contract to such a degree, that the cancellation of the contract is justified. Should this be the case, the Customer has no right to any refund or recompense.

7.2 If the minimum number of bookings required to run the expedition (as stated in the expedition description on the website) is not met, the Travel Agency may cancel the expedition within 4 weeks of departure, with the following stipulations:

a) The Travel Agency is obliged to inform the Customer immediately as soon as it is certain that the expedition will not go ahead, due to the minimum number of bookings not being met.

b) If the Travel Agency cancels the expedition, the Customer is entitled to take part in another expedition of the same Local Travel Company supplier of at least equivalent value, subject to this being available at the price agreed in the original contract. If the Customer wishes to claim this entitlement, you must inform the Travel Agency without delay after receiving notice of the cancellation.

7.3 In the case that the Expedition has to be cancelled due to mayor force or reason not foreseeable by the Travel Agency, the Travel Agency and/or the Local Travel Company is allowed to cancel the expedition contract until 24 hours before the expedition. The Customer is entitled to take part in another expedition of the same Local Travel company at least equivalent value, subject to this being available at the price agreed in the original contract. The Customer has the right to claim a refund but without any right to indemnification of any kind.

## 8 Passports, Health Regulations and Other Information

8.1 The Customer is responsible for arranging, and must be in possession of, a valid passport, and unrestricted driving license. The Customer has to bear any consequences of not adhering to these regulations, including any travel cancellation costs arising, unless this is due to culpably false or missing information on part of Travel Agent.

8.2 The Customer is responsible to inform the Travel Agency of personal and/or group details that could be of importance for executing the contract before or at moment of accepting agreement to participate in expedition. If Customer causes harm and/or damage during the expedition and is exempted from further participation due to insufficient personal/group related information then all costs related are assigned to the Customer.

## 9 Complaints

9.1 Should the Customer have a complaint about any of the expeditions arrangements, the Customer must tell the expedition guide or the local agent at the time, and ask for the problem to be remedied. Failure to complain on the spot will result in the ability to claim compensation from the Travel Agency being extinguished or at least reduced.

9.2 The tour guides, suppliers and agents are not authorised to accept liability for any claims or recognize any deficiencies on behalf of the Local Travel Company.

9.3 If there is a serious failure in the tour arrangements identifiable to the Local Travel Company, the Customer is entitled to cancel the contract. The same is true if the Customer's enjoyment of the expedition is adversely affected by such a failure, in a way after a reasonable period of time, specified by the Customer, has elapsed without the Travel Agency, Local Travel Company having remedied the failure. If remedy is impossible, is refused by the Local Travel Company or if for any reason, immediate cancellation of the contract by the Customer is justified, then it is not necessary to specify a time limit.

9.4 Any claim the Customer wishes to make against the Travel Agency, in connection with the expedition contract or the services provided by the Local Travel Company, for whatever legal reason, may only be made after the expedition has ended, and must be made within 30 days of the expedition end date specified in the expedition contract.

9.5 All claims must be made to the postal address of the Travel Agency and via email. It is strongly recommended that any claim be made in writing.

## 10 Limitation of Liability

10.1 The Travel Agent and the Local Travel Company are not responsible for, and shall not be liable in any manner to the Customer, for any loss, injury, or death to customer or any property (whether such property be in the custody of local travel company or otherwise) when:

- a) whenever occurring if caused by or arising from any Act of God, civil commotion or disturbance, labor action, Acts of State or restraint or requisition, fire, robbery, theft, pilferage (whether on board or on shore or whether or not by a person in the employment of travel agent or local travel company) or any other cause beyond Travel Agency and the Local Travel Company reasonable control or actions of any person not shown to have been caused by the Travel Agency and the Local Travel Company's negligence;

- b) occurring or sustained after attributable to any cancellation, prevention, change or delay of journey, or detention during the expedition caused by accident or otherwise, or for any loss of time, hotel or board bills, travel expenses or other costs incurred in connection therewith;

- c) or that arises from or is proximately caused by a pre-existing illness or condition. In addition, neither Travel Agent nor local travel company shall be liable for infliction of emotional distress, mental suffering or psychological injury, whether or not involving negligence or willful fault.

10.2 The Customer acknowledges that there are certain unavoidable risks to the Customer associated with expedition travel, including, among others, collision of vehicles, illnesses caused by consumption of food and beverages, slip and fall due unstable roads, civil unrest and terrorism, forces of nature such as weather and the unpredictable behaviour of animals in the wild, breakdown of equipment, and overexertion. The Customer understands and acknowledges that full medical facilities are not always available during the expedition to deal with medical emergencies that may arise. Thereby, customer releases the Travel Agency and the Local Travel Company from any liability for personal injuries, illness or death or loss except as a direct result of the sole negligence of travel agent and/or local travel company.

10.3 The Customer further agrees that to assume all the risks of undertaking the expedition and participating in special activities such as hiking, only to the extent of Customer's physical ability and qualification by experience, and agrees to medical condition prior to the expedition, whether or not disclosed to the Travel Agency.

10.4 The Travel Agency and the Local Travel Company are not liable for any cost that is covered by the insurance of the customer for example travel and or cancellation insurance. The Travel Agency and/or Local Travel Company have limited or no liability when a treaty is applicable on the service of the travel agent and/or local travel company that states limited or no liability.

10.5 Independent contractors. Tours, hotels, restaurants and transportation not under the control of the Travel Agency and Local Travel Company shall have no responsibility or obligation other than (if undertaken) as agent for the Customer in engaging or contracting for the provision of such services, subject to the terms of those who actually undertake performance of the service, and whether or not the cost thereof is included in the travel sum. The Travel Agency and the Local Travel Company shall not be liable for any act or omission of such persons or entities, or those under their orders or assisting with respect to treatment, supplies, advise or care of any kind on behalf of a customer shall be the sole responsibility of the customer, and travel agent and local travel company shall not be liable in any way whatsoever in any such arrangement.

## 11 Limitation Regarding Claims

11.1 If the Customer wishes to make a claim against the Travel Agency, the Customer must do so in written notice within 30 days of the expedition end date specified in the expedition contract, otherwise the claim is invalid.

11.2 The Customer may not transfer his/her right to make a claim arising from an expedition to a third party (including the Customer's spouse), for any legal reason, nor may the Customer make the claim in their own name.

## 12 Applicable Law and Court of Jurisdiction

12.1 The Resolution of any claims or conflicts against the Travel Agency is subject to the exclusive jurisdiction of the relevant courts of Auckland City in New Zealand. All parties to the contract agree to submit to the jurisdiction of the relevant New Zealand courts and no other. The legal residence of each party to the contract is fixed, and is as stated in the contract.

12.2 The Contract between Travel Agency and the Customer, including all matters arising from it, is subject New Zealand law. This inclusive the type and amount of any potential claims to be paid.