

ONE EARTH PERÚ SAC GENERAL TERMS & CONDITIONS



NOTIFICATION OF LIMITATIONS TO FOLLOW.
PLEASE READ THE FOLLOWING TERMS & CAREFULLY.

These Terms & Conditions govern the relationship between you and One Earth Perú SAC of Lima, Peru doing business as One Earth Perú (hereinafter referred to as “the Company” or “One Earth Perú”). By booking a trip, you agree to be bound by these Terms & Conditions which outline, among other things, our cancellations policy and certain limitations of liability. These Terms & Conditions affect your rights and designate the governing law and forum for the resolution of any and all disputes.

1. THE CONTRACT

All persons wishing to make a booking have carefully read and understand the Terms & Conditions that follow. By making a booking by telephone, or on our website, or by email or facsimile with the Company or its Agents, you accept and are bound by these Terms & Conditions. The person or persons named on the booking are hereafter referred to as the “Client”. All bookings are made with One Earth Perú SAC., “the Company”, which sells the tours described in this Web site or through its “Agents” who sell the Company’s tours through an agreement with the Company. These Terms & Conditions shall constitute the entire agreement between the Company and the Client relating to the subject matter herein, and shall constitute a binding agreement. There is no verbal or written; representation, warranty, collateral agreement, prior agreement, description of services, or conditions, other than expressed herein. The service to be provided is/are the tour(s) referred to in the booking confirmation.

2. DEPOSIT REQUIREMENT

(a) Deposit for One Earth Perú Trips

At time of booking or 60 days or more prior to departure, whichever is later a non refundable deposit of USD\$ 250.00/CAD\$250.00 per person per tour is due. The non refundable deposit and medical form if applicable should be sent to the Company or its Agent. For insurance purposes any Clients 70 years of age and over, or those younger with pre-existing medical conditions are required to complete a One Earth Perú Medical Form which must be signed and dated by a physician and returned with your final payment or you will not be permitted to travel. These forms will be included in your pre-departure document, (or you can see them on our website at: www.oneearthperu.com)

(b) Deposit for Special Departures & Other Companies trips operated through us.

At time of booking or 90 days or more prior to departure, whichever is later a non-refundable deposit of USD\$500.00/CAD\$500.00 per person per tour is due. The non-refundable deposit and medical form of applicable should be sent to the Company or its Agent. For insurance purposes as well as the nature of 70 years of age and over, or those younger with pre-existing medical conditions are required to complete a One Earth Perú Medical form which must be signed and dated by a physician and returned with your final payment or you will not be permitted to travel. These forms will be included in your pre-departure document, (or you can see them on our website at: www.oneearthperu.com)

3. FINAL PAYMENT/ACCEPTANCE OF BOOKING/CLIENT DETAILS

(a) Final Payment for One Earth Perú trips

acceptance of the Client’s booking must be confirmed in writing by the Company. Please refer to your confirmation invoice for details regarding final payment. Payment of the balance of the tour price is due 60 days before the departure date. **If a booking is made 60 days or less before the departure date then the full amount is payable at the time your booking is confirmed.** If this balance is not paid at the time your booking is confirmed the Company reserves the right to treat the Client’s booking as cancelled.

(b) Final Payment for Special Departures & Other Companies Trips operated through us.

acceptance of the Client’s booking must be confirmed in writing by the Company. Please refer to your confirmation invoice for details regarding final payment. Payment of the balance of the tour price is due 60 days before the departure date. **If a booking is made 90 days or less before the departure date then the full amount is payable at the time your booking is confirmed.** If this balance is not paid at the time your booking is confirmed the Company reserves the right to treat the Client’s booking as cancelled.

(c) Clients Details

in order for the Company to confirm and guarantee the Client’s travel arrangements the Client must provide all client details with their deposit. If the Client does not provide all client details within 60 days before departure, or 90 days for those trips including or doing the Inca Trail to Machu Picchu in Peru, a fee of USD100.00/CAD\$100.00 will be charged to the file & the Company wont be responsible for the problems on reservations this may cause during the trip. Client details include Passport number (the one you will be traveling with), copy of passport details and medical form (where applicable), full name, date of birth and nationality.

4. LAST MINUTE BOOKINGS

For any bookings made within 15 days of departure, there will be a USD\$50.00/CAD\$50.00 fee charged to the file. This last minute booking fee covers our additional costs for couriers, communication, and administration.

5. CANCELLATION BY THE CLIENT

Any cancellation by a Client must be made in writing and acknowledged by the Company. The date on which the letter is received by the Company or its Agents will determine the cancellation charge applicable.

(a) Cancellation for One Earth Perú Trips – (excluding Special Departures & Other Companies Trips operated through us.)

The cancellation charges are expressed hereafter as a percentage of the total tour price, excluding insurance.

- A. Cancellation more than 60 days before departure: Loss of deposit.
- B. Cancellation 59-30 days before departure: 50% of tour price.
- C. Cancellation less than 30 days before departure: 100% of tour price.

(b) Cancellation for Special Departures & Other Companies Trips operated through us.

The cancellation charges are expressed hereafter as a percentage of the total tour price, excluding insurance.

- A. Cancellation more than 90 days before departure: Loss of deposit.
- B. Cancellation 89-60 days before departure: 50% of tour price.
- C. Cancellation less than 60 days before departure: 100% of tour price.

In addition to the cancellation fees detailed in 5(a) and 5(b), the full insurance premium for any insurance arranged through the Company's Agents is also payable in the event of a cancellation. You are strongly advised to take out cancellation insurance at the time of making the booking as this will cover cancellation charges in certain circumstances. (Note: such insurance will not cover a change of mind.)

6. CANCELLATION OF A TOUR BY THE COMPANY

The Company reserves the right to cancel a tour for any reason, but will not cancel a tour less than 60 days before departure except for force major, unusual or unforeseen circumstances outside the Company's control. When a tour is cancelled by the Company, the Client may choose between a full refund of all monies paid or any alternative tour offered by the Company. The Company is not responsible for any incidental expenses that you may have incurred as a result of your booking such as visas, vaccinations, non-refundable connecting flights or loss of enjoyment, etc. If the alternative tour chosen by the Client is of a lower value than that originally booked then the Client is entitled to a refund of the price difference. If the alternative tour chosen by the Client is of a higher price than that originally chosen then the Client must pay the difference.

7. UNUSED SERVICES

There will be no discounts or monies refunded for missed or unused services, this includes voluntary or involuntary termination. Sickness, death of a family member, etc.

8. PRICES AND SURCHARGES

We reserve the right to impose surcharges (price increases) up to 60 days before departure due to unfavorable changes in exchange rates, increases in air fares or other transportation costs, increases in local operator costs, taxes, or if government action should require us to do so. If any surcharge results in an increase of more than 10% of the tour cost excluding insurance premiums the Client may cancel the booking within 14 days of notification of the surcharge and obtain a full refund.

9. PRICES VALIDITY

The prices in our website are based on airfares, exchange rates and costs in effect at time of posting to our website. One Earth Perú reserves the right to alter prices for new bookings if these rates change substantially. For trips departing between January 1st, 2006 and December 31, 2006, – the land price of your trip is guaranteed when you pay your deposit, subject to the right of the Company to impose surcharges as stipulated in section 8 of these Terms and Conditions. Dates and itineraries in this web site are valid from January 1st 2006 until December 31st, 2006. Beyond December 31st, 2006 dates, itineraries and prices are indicative only.

10. FLEXIBILITY

The Client appreciates and acknowledges that the nature of this type of travel requires considerable flexibility and should allow for alternatives. The itinerary provided for each tour is merely representative of the types of activities contemplated, and the Company is under no contractual obligation to strictly follow it. It is understood that the route, schedules, itineraries, amenities and mode of transport may be subject to alteration without prior notice due to local circumstances or events, which may include sickness or mechanical breakdown, flight cancellations, strikes, events emanating from political disputes, entry or border difficulties, climate and other unpredictable or unforeseeable circumstances.

11. CHANGES

(a) Changes made by the Company: The Company reserves the right to change any of the facilities, services or prices described in the brochure before a booking is made. If such a change is made, the Client will be told at the time of booking or when the change occurs. While the Company will endeavor to operate all tours as advertised, reasonable changes in the itinerary may be made where deemed necessary or advisable by the Company. If the Company makes a major change the Company will inform the Client as soon as reasonably possible if there is time before departure. The definition of a major change is deemed to be a change affecting at least two days in five of the itinerary. If the major change is due to force major or unforeseen circumstances no compensation is payable. When a major change is made the Client may choose between accepting the change, obtaining a full refund of all monies paid or accepting any alternative tour offered by the Company.

(b) Transfer to another departure (by Client): A transfer from one tour to another can only be made more than 60 days, (90 days for Special departures & Other companies trips operated through us) before departure date and if approved by the Company. If such a request is accepted by the Company, the Company reserves the right to charge an administration fee of 10% of the value of the first booked tour. Any request to transfer received less than 60 days, (90 days for Special departures & other companies trips operated through us) before departure will not normally be accepted. In this case the Client must cancel the booking and then re-book on another tour. A Client may only transfer a booking to a departure date in the current season and may not transfer a booking to future seasons. Any such transfers will be regarded as cancellations and cancellation fees will apply.

(c) Transfer of name: If you are prevented from traveling on the tour you booked by circumstances such as those which would permit you to make a claim on a standard cancellation insurance policy, you may transfer your booking to another person, provided they meet all the requirements relating to that tour. More than 60 days, (90 days for Special departures & other companies trips operated through us) before departure, administrative fee of 10% of the total value of the tour will apply. Within 60 days, (90 days for Special departures & other companies' trips operated through us) name transfers are not permitted.

(d) Amendments: Within 60 days of departure any amendments to a file will depend on availability and will be on a request basis. Any extra costs incurred for making the change will be charged along with an amendment fee of USD\$50.00/CAD\$50.00. **No amendments are permitted to your booking within 10 days of departure.**

Note: scheduled airlines may impose 100% cancellation charges.

12. ACCEPTANCE OF RISK

The Client acknowledges that the nature of the tour is adventurous and may involve a significant amount of personal risk. The Client hereby assumes all such risk and does hereby release the Company from all claims and causes of action arising from any damages or injuries or death resulting from these inherent risks.

13. AUTHORITY ON TOUR

At all times the decision of the Company's tour leader or representative will be final on all matters likely to endanger the safety and well being of the tour. By booking with us the Client agrees to abide by the authority of the tour leader, who represents the Company. The Client must at all times strictly comply with the laws, customs, foreign exchange and drug regulations of all countries visited. If the Client is affected by any condition, medical or otherwise, that might affect other people's enjoyment of the tour, the Client must advise One Earth Perú at the time of booking. Should the Client fail to comply with the above or commit any illegal act when on the tour or, if in the opinion of the tour leader, the Client's behavior is causing or is likely to cause danger, distress or annoyance to others we may terminate that Client's travel arrangements without any liability on the Company's part and the Client will not be entitled to any refund.

14. TRAVEL DOCUMENTS

(a) The Client must be in possession of a valid passport required for entry, departure and travel through each destination point along the itinerary of the tour, (your passport must be valid 6 months past your return date), all visas, permits and certificates including vaccination certificates, insurance policies, required for the whole of the journey. The Client accepts full responsibility for obtaining all such documents and permits, and is solely responsible for any adverse consequences resulting from missing or defective documentation. Any information or advice given by the Company regarding visas, vaccinations, climate, clothing, baggage, special equipment, etc. is purely advisory, provided as a courtesy to the Client, and the Company is not responsible for any errors or omissions as to the information provided.

(b) To expedite the issuing of One Earth Perú travel documents please note that all tour related travel documents such as vouchers, itineraries and invoices will be sent via email or will be available on our website once full payment has been received by the Company. The Company reserves the right to impose a fee for those Clients who wish to receive paper documents.

15. FACTORS OUTSIDE THE COMPANY'S CONTROL (FORCE MAJEURE)

Company shall not be liable in any way to the Client for death, bodily injury, illness, damage, delay or other loss or detriment to person or property or for the Company's failure to commence, perform and/ or complete any duty owed to the Client if such death, delay, bodily injury (including emotional distress or injury), illness, damage or other loss or detriment to person or property is caused by Act of God, war or war like operations, terrorist activities, civil commotions, labor difficulties, whether or not Company is a party thereto, interference by authorities, political disturbance, howsoever and where so ever any of the same may arise or be caused, riot, insurrection and government restraint, fire, or any other cause whatsoever beyond the reasonable control of Company.

16. INSURANCE

It is mandatory that all Clients obtain travel insurance with a minimum coverage of US\$75,000 while traveling with the Company and this insurance must cover personal injury, medical expenses, repatriation expenses, and evacuation expenses. It is strongly recommended the coverage be extended to include cancellation, curtailment, loss of belongings and all other expenses which might arise as a result of loss, damage, injury, delay or inconvenience occurring to the Client. When the Client has obtained travel insurance through the Company, the Client acknowledges that he or she is satisfied with the levels of insurance arranged by the Company. Where the Client has declined to purchase insurance through the Company, the Client acknowledges that the cost of the tour does not include insurance, and that the Client is required to obtain separate coverage at an additional cost. When obtaining travel insurance from a source other than the Company the Client must ensure the insurer is aware of the type of travel to be undertaken.

17. RESPONSIBILITY FOR YOUR TOUR

All services herein are organized by One Earth Perú or their direct Agents. Notice is hereby given that all arrangements made on behalf of customers are made by organizers on the sole condition that the organizers shall not be held responsible for any injury, death, accident, delay, loss, damage or irregularity which may be occasioned through acts of any company and/or persons engaged in carrying out the arrangements. One Earth Perú acts as an agent for transport companies, hotels and other contractors and shall not be held liable for any injury, damage, loss, delay or irregularity that may occur, including, but not limited to, any defect in a vehicle or any other form of conveying a traveler, acts of God, detention, delays or expenses arising from quarantine, strike, riots, theft, force major, civil disturbance, government restriction or regulation, accident by aircraft, boat, bicycle, motor vehicle or any other form of transport or in any hotel or guest house, pension, or other form of accommodation. The Client acknowledges that the quality of the products organized by the Company, including accommodations and all other services related to the tour which are organized by the Company, are not within the control of the Company and that in any event the quality of such products may be compromised by local conditions. Accordingly, the Client hereby releases the Company from all claims and causes of action arising from any damages, loss of enjoyment, inconvenience, or injuries related to the quality of such products. The information contained in this brochure is correct to the best of the Company's knowledge and the Company accepts no liability for any innocent inaccuracies contained herein. The Company reserves the right to alter any itinerary in progress or service at any time without penalty to the Company. Any additional expense or cancellation shall be borne by the customer. The organizer reserves the right to withdraw or refuse any service to any customer at the discretion of the organizer. **Payment of deposit is taken as acknowledgement and agreement of the above items.**

18. CLAIMS AND COMPLAINTS

If a Client has a complaint against the Company the Client must first inform the tour leader or company representative whilst on the tour in order that the leader/representative can attempt to rectify the matter. If satisfaction is still not reached through these means then any further complaint must be put in writing to the Company within 30 days of the end of the tour. The Company will not accept any liability for claims received after this period.

19. SUPPLIERS CONDITIONS

Airlines, railways, coach and shipping companies and other suppliers have their own booking conditions or conditions of carriage, and you will be bound by these as far as the relevant transport provider or supplier is concerned. Some of these conditions may limit or exclude liability on the part of the relevant transport provider or other supplier, and they are often also subject to various international conventions. Where relevant, copies of such conditions may be available for inspection at our offices, or at the offices of the relevant supplier.

20. LOCAL CONDITIONS

Client acknowledges that she/he will be visiting places where the political, cultural and geographical attributes present certain risks, dangers and physical challenges greater than those present in our daily lives. By booking travel with the Company, Client acknowledges that she/he has considered the potential risks, dangers and challenges, and expressly assumes the risks attendant to such travel conditions. Client is solely responsible for acquainting her/himself with the customs, weather conditions, physical challenges and laws in effect at each stop along the itinerary, and is encouraged to locate or make contact prior to embarkation with his/her local embassy or consulate in each destination.

21. OPTIONAL EXTRAS

Optional extras do not form part of the tour or contract. It is understood and accepted by the Client that any assistance given by the tour leader or representative in arranging optional extras does not render the Company liable for optional extras. Amongst others, optional extras include rafting, sightseeing flights and other extras which are not included in the tour price.

22. SEVERABILITY

In the event that any term or condition contained herein is unenforceable or void by operation of law or as being against public policy or for any other reason then such term or condition shall be deemed to be severed from this Agreement or amended accordingly only to such extent necessary to allow all remaining Terms and Conditions to survive and continue as binding.

23. SUCCESSORS AND ASSIGNS

These Terms and Conditions shall inure to the benefit of and be binding upon the Company and the Client and their respective heirs, legal personal representatives, successors and assigns.

24. ERRORS AND OMISSIONS

Although the Company has made a concerted attempt to verify the accuracy of statements made herein and the Company cannot be held responsible for any error, omission or unintentional misrepresentation that may appear in this document.

25. PRIVACY POLICY

We will provide your personal information, as well as any personal information you provide in relation to the persons whose travel arrangements have been requested by you, to suppliers and carriers to enable the operation of the services requested by you. We do our utmost to protect your personal information. Please refer to our website for the Company's Privacy Policy.

26. APPLICABLE LAW AND CHOICE OF FORUM

This Agreement shall be governed by the laws of Peru. Each party hereto irrevocably submits to the exclusive jurisdiction of the Poder Judicial of Peru, (General court of Peru) Lima, Peru in respect of any action or proceeding relating in any way to this agreement.

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