

Terms and Conditions

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By paying this deposit, you agree to the acceptance of the terms and conditions below. By purchasing any of the products or services included in your trip, you agree to be bound by these terms and conditions.

All prices as quoted in your trip itinerary and/or through any other means of communication from an authorized Kusa Treks representative are quoted in United States Dollars (USD). By making any payments (deposit or otherwise), you acknowledge that you have read the final version of your trip itinerary and agree to accept any and all products and services included in the total price.

Payment Policy

Full payment of your trip is required 30 days prior to your itinerary start date. If your itinerary start date is within 30 days or less at the time of booking, then full payment is due at the time of booking. If your trip includes a 4-star hotel, 5-star hotel, travel to the Amazon Rainforest, or travel to the Galapagos, then payment is due, in full for that portion as outlined in your invoice, 90 days prior to your itinerary start date.

If the total amount of the invoice is NOT paid in full in accordance with the payment schedule as stated above, then Kusa Treks reserves the right to deny services or to demand payment directly from passenger(s). Reservations are NOT guaranteed until payment has been made in full and confirmed by Kusa Treks.

Full pre-payment is required in order for Kusa Treks Peru to provide services. All payments will be made in USD and can be made in the following ways to our USA-based partner Whitty Traveler LLC:

1. **Wire Transfer:** All wire transfers must have a Kusa Treks tour number on their reference field. Additionally, we will ask for a copy of the payment confirmation be issued by the bank and / or customer by email with tour number and the amount of money that you are paying. This information is important to accurately process the payments of all packages.
NOTE: Customer must cover any expenses incurred in the wire transfer
2. **PayPal:** Customers may also pay using PayPal.
NOTE: A 5% - 6% processing fee will be applied to all PayPal payments, for which the customer is responsible for covering

3. Credit Card

NOTE: A 2.9% processing fee will be applied to all credit card payments, for which the customer is responsible for covering

4. Cash Upon Arrival

NOTE: This service does NOT include deposits, which must be made in advance of the trip. However, the remainder of the final payment can be paid in cash upon arrival to the country on the trip start date.

Deposit:

We require a \$215 USD NON-REFUNDABLE deposit per person along with personal details (full legal name, copy of passport, gender, nationality, and date of birth) for all mainland Peru trips. We CANNOT book your trip and reserve your tickets, permits, hotels, etc. until that deposit is paid, and passport information is sent. The deposit is to be paid by either of the options listed above.

For trips to the Galapagos or Amazon Rainforest OR ANY trip with 4 or 5-star hotels and/or, a 30% of final price is required as the deposit INSTEAD of the \$215 USD.

Cancellation Schedule & Penalties:

1. The deposit sent for booking is NON-REFUNDABLE nor TRANSFERABLE to any other date, person, or tour.
2. Kusa Treks must be notified of any changes or cancellations to your trip as soon as you are aware of them, via e-mail or phone.
3. Once final balance has been paid, we will not be able to refund your trek payment in the case of cancellations, except in the cases outlined below.
4. Porter services hired CANNOT be canceled

Cancellation Schedule:

- 24 hours after booking – Full Refund
- 31 day or more prior to departure– 50% refund of total paid
- 30 days of less prior to departure– 0% refund of total paid
- During vacation– 0% refund of total paid

Inca Trail Tours:

1. Permits for the Inca Trail are reserved under your name and can NOT be transferred to anyone else under any circumstances. After a permit is reserved, the date can NOT be changed. *NOTE: This is a Peruvian government-controlled mandate is outside of the company's control.
2. The original passport (NOT a copy) must be presented at the start of the trek, or you will not be allowed on the Inca Trail
3. Those who booked permits with a Student ID card MUST bring that original ID to present along with their passport, or they will not be allowed on the Inca Trail

Medical Information:

1. Any physical disability or limitation that may require special attention or treatment must be reported, in writing, to Kusa Treks.
2. Passengers have the responsibility to select a trip appropriate to their abilities and interests; Kusa Treks will not pay for expenses incurred for medical reasons or for the passenger(s)' inability to complete the schedule trip
3. Passengers are responsible for being in sufficient good health to undertake the agreed upon trip. Kusa Treks takes no responsibility for special arrangements or problems incurred by passengers physically unable to participate in the planned activities
4. If any passenger on the trip is pregnant while traveling, then they understand that traveling presents higher risks to the mother and child and takes full responsibility for traveling at that time. Kusa Treks will not be responsible for anything that may occur with the pregnancy before, during, or after the trip.
5. Certain destinations, such as but not limited to the Amazon Rainforest, present a higher risk due to the remote locations visited and the responsible adult guardian accepts the responsibility for the safety or health involved for the children under their care in case of accidents or health issues that could potentially arise.
6. Kusa Treks reserves the right to deny service on a trek to women pregnant over 24.

General Terms and Conditions:

- Passengers traveling with Kusa Treks will be responsible for having all the necessary documentations to travel to Peru / Ecuador including, but not limited to, a valid passport and visa (if necessary). Kusa Treks will not be responsible for any missed trips due to a result of not having the proper documentation

- Passengers are responsible for sending any required information needed for scheduling the trip and bookings with third parties, including, but not limited to, valid passport information and other personal information that is required.
- Kusa Treks is a tour operator and will coordinate all activities for its passengers as outlined in the “Final Itinerary” including transportation, lodging, cruises, tours, and more.
- Kusa Treks reserves the right to decline or accept any reservation for any reason
- All passengers are responsible for receiving, in a timely manner, all necessary vaccinations for visiting Peru/Ecuador, and to be aware of any current economic, political, or health situations which could be of influence to their trip
- Kusa Treks acts only as the agents for the owners, contractors, and suppliers who will provide the means of transportation and/or related travel services, and therefore, cannot be held liable for any injury, loss or damage to person or property in connection with any service resulting directly or indirectly from, but not limited to, detention, annoyance, delays, and expenses arising from quarantine, strikes, pilferage, theft, force majeure, or failure of any means of transportation
- If traveling with children, then the responsible adults understand that they will be fully responsible for the care and well-being of the minors under their care, and they will take full responsibility to ensure their safety, as well as good behavior with nature, animals, people, and sites/properties around them.
- Kusa Treks will not be held responsible for any unforeseen event such as accidents, sickness, crime, theft, or other events. All passengers travel under their own risk and are responsible for their own safety.
- Kusa Treks reserves the right to change prices in the event of any price increases beyond their control, including but not limited to, the price of fuel, fluctuations in government taxes, or hotel rate increases.
- No refund will be given for missed sightseeing, meals, and early/late departures and disliked visits.
- Passengers will be responsible to pay Kusa Treks for any additional services requested after their trip has started. In order to render such requested services, Kusa Treks may require upfront payment.
- Kusa Treks will endeavor to operate all tours as “Kusa Treks Peru” or its operators, including substitution with comparable hotels, vessels, attractions, or sightseeing, may take requested, but reasonable changes in your itinerary

for reasons beyond the control of Kusa Treks are not included. (If upgrade is necessary, higher rates may apply).

- Kusa Treks refuses any and all liability from any and all claims that might be filed for loss or damage to luggage or property of the passenger; personal injuries; death; or delay as a result of the acts, omission, or negligence of any independent contractor or supplier, such as, but limited to: airlines, cruise lines, hotels, restaurants, transportation providers, and other services or facilities.
- Kusa Treks refuses any and all liabilities for any accident stemming from the practice of any activity included in the “Final Itinerary” either on the mainland Peru/Ecuador, the Amazon Rainforest, or the Galapagos Islands. Kusa Treks shall not be held liable for any loss, injury, death, or harm unless it was caused by Kusa Treks’ negligence when using Kusa Treks own facilities in which case liability shall be subject to local laws and regulations where the neglect occurred.
- If there is a major change on the quoted “Final Itinerary”, Kusa Treks will inform the passengers of this change as soon as possible, when possible before departure
- If a major change is made by Kusa Treks, the client may choose between accepted the change, change to an alternative tour offered, or opt for a refund as long as the services have not started
- Please note that the Galapagos cruises are NON-REFUNDABLE within 60 days of the trip start date. If the customer fails to arrive on time for the cruise, the cruise line will not refund the money paid for the cruise. In case of boat charters, passengers may not change their sail date to another date within 60 days of the trip. Kusa Treks will not be responsible for missed tours for reasons beyond its control.
- The only acceptable ID to receive a STUDENT DISCOUNT is your University Card with a clear expiration date. The expiration date must be within the same year as the trek and must be submitted at the time of booking. ID cards with an expired date are not accepted by the Peruvian government.
- Group tours might be as large as 14 participants. Group tours are open to everyone, no matter age, skill, experience, etc. By accepting a Group Tour, you acknowledge that others might change the speed and timing of the tour.

**NOTE: Prices are quoted as current as of the date priced but will be subject to any additional airfare, airport taxes, fuel increases, or other associated cost

increases that occur without our prior notice, and we reserve the right to adjust our quotes accordingly.