



## TERMS AND CONDITIONS PERUMOTORS S.R.L.

(US-version 2.6 / April 1<sup>st</sup> 2023)

### **PeruMotors S.R.L.**

All tours are operated by PeruMotors S.R.L.

### **Tour Booking**

On your request PeruMotors will send you a tour-offer. With your confirmation and booking you accept these Terms and Conditions as a binding contract between PeruMotors and you, the participant. PeruMotors cannot accept any tour participant without a confirmation. Please, read the Terms and Conditions carefully.

### **Reservation and Deposit**

For each tour package or motorcycle rental a reservation deposit of US\$ 1,000.00 per person is required at the time of booking. This deposit secures a place on the tour or your rental motorcycle. The balance is due at latest 8 weeks before the tour starts. If the total balance is not received in time, PeruMotors reserves the right to treat this reservation as cancelled and charge the cancellation/deposit fee.

If the tour is booked within 8 weeks from the start of the tour, the total amount is to be paid upon booking.

### **Cancellations-policy and refunds**

In case of a cancellation by the customer, we follow our cancellation-policy:

- A.** Cancellation by customer more than 56 days before departure-date: You forfeit your reservation deposit of US\$ 1,000.00;
- B.** Cancellation by customer from 56 until 28 days before departure-date: You forfeit US\$ 1,500.00 of the amount paid and we refund the rest;
- C.** Cancellation by customer from 28 until 14 days before departure-date: You forfeit 75% of the total amount paid and we refund the rest;
- D.** Cancellation by customer from 14 days before departure-date: You forfeit 100% of the total amount paid and you receive no refund.

PeruMotors is not required to make any refunds once the tour has started, regardless the reason why the participant is being unable to complete his tour.

PeruMotors recommends strongly all our guests to insure the risk of a cancellation.

### **Change of reservation**

No charge will be made for each requested change made after tour was confirmed and invoiced. But the change must be made by mutual agreement, must fit in our program and is only valid when confirmed in writing.

### **Tour Cancellation by PeruMotors S.R.L.**

In this case the customers will be notified as soon as possible. PeruMotors will refund their payment in full, which will constitute the full settlement. PeruMotors is not liable for any additional costs or losses incurred by the tour participant due to PeruMotors cancellation of tour due to lack of participation. This includes, but not limited to the cost of pre-paid airline tickets, hotel reservations or automotive rentals. Situations may arise which, in our opinion, make it necessary for us to cancel, advance or postpone a scheduled tour, change itineraries or make substitutions regarding hotels, cities, tour guides and other travel arrangements. In that event, we do not assume responsibility or liability for any resulting losses, expenses or inconvenience. Your full tour price will be refunded if the tour is cancelled prior to scheduled tour start date.

*Note: This is just legal stuff. Since our start in 2004 PeruMotors S.R.L. never cancelled a scheduled tour.*

### **Minimum Motor-tour participants**

Up to 6 weeks prior to tour start PeruMotors can cancel a tour or increase the rate, if less than the minimum tour members have booked and fully paid at that time.

### **Traffic laws and travel regulations**

If the customer does not comply with traffic laws or the requirements for group travel, the contract may be cancelled by PeruMotors, without any refunds.

### **Passport-, Visa-, Driving- and Health**

The customer is responsible for complying with above regulations and all consequences resulting from non-compliance.

### **Insurance**

PeruMotors recommends strongly to all participants to take an adequate cancellation-, accident-, loss of luggage and personal property- and medical expenses insurance.

### **Responsibility**

PeruMotors is responsible for providing the services listed in the tour description according to the local standard and the accurate description of service offered in its literature. PeruMotors is selecting carefully and is constantly checking its contractors, such as hotels, bus company's etc. PeruMotors is responsible that its motorcycles and 4x4's are in perfect condition. PeruMotors is not responsible or liable for any accidents. PeruMotors reserves the right without prior notice to withdraw any part or all of a tour to make such changes as may be necessary and the extra cost, if applicable, resulting there from, shall be paid by the customer. Furthermore, it is agreed and understood that the owners of this service are not guardians of any customer's safety and they, individually or collectively, cannot be held liable in any way for any occurrence in connection with the tour, which might result in injury, death or other damage to the client, his property, or his family, theirs, or assigns.

### **Release and Waiver**

Every participant of a tour operated by PeruMotors is required to accept and sign a release and waiver of rights before the tour starts. PeruMotors cannot accept any tour participant without a signed release and waiver form.

### **Baggage**

PeruMotors assumes no responsibility for loss, damage, or delay in delivering baggage to tour participants. Baggage turned over to PeruMotors for storage and/or transportation each day is done so at participant's own risk. Baggage insurance is recommended.

### **Tour Operator**

Lars Caldenhoven and Geert Abel Boeder are the owners of PeruMotors S.R.L.

We are based in Arequipa, in the southern part of Peru, and you can contact us 24h a day or leave a message on our e-mail, and we will get back to you as soon as we can.

### **PeruMotors S.R.L.**

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