

# "TERMS AND CONDITIONS"

THANK SO MUCH FOR CHOOSING ANDES ADVENTURE HOLIDAYS E.I.R.L!!!

**“Read this Agreement carefully”**

The purpose of this agreement is to inform tourists of the obligations and responsibilities of each party, as well as any potential civil, contractual, or non-contractual liability arising from the provision of adventure tourism services. The adventure travel operator is responsible for informing tourists, trekkers, climbers & hikers of the regulations, safety measures, and procedures applicable to the various adventure tourism activities offered, including **day tours, day hikes, multi-day treks, climbing expeditions, and mountaineering courses**. In turn, tourists are responsible for reading, understanding, and complying with the terms, conditions, and instructions set forth in this agreement in order to anticipate possible risks and clearly understand the responsibilities of each party. Participation in adventure tourism activities involves inherent risks, including the possibility of minor injuries, serious injury, or death. Therefore, participation in such activities is undertaken voluntarily and at the participant’s own free will.

## **VOLUNTARY AGREEMENT**

Among the undersigned, the company **Andes Adventure Holidays E.I.R.L.**, with a legal representative **Fredy Lliuya Lopez with DNI 42996243**, who for purposes of this contract will be called the **OPERATOR** of a party; and on the other, the (a): **FRANKO MARAVIC**, DNI or Passport Number: \_\_\_\_\_, which for the purposes of this contract will be called the **PARTICIPANT**, the present agreement of wills is celebrated:

## **FIRST. – Definitions**

For the purposes of this agreement:

**Operator:** Refers to the natural or legal person, including its representatives, employees, guides, and staff, who provide the necessary equipment, resources, and services for the operation and development of adventure tourism activities, including day tours, day hikes, multi-day treks, climbing expeditions, and mountaineering courses.

**Participant:** Refers to the individual who voluntarily contracts and participates in the adventure tourism services offered by the Operator.

## **SECOND. – Acceptance of Risk and Liability**

I, acting on my own behalf and exercising my personal rights, acknowledge and declare that the activities of **day tours, day hikes, multi-day treks, climbing expeditions, and mountaineering courses** involve inherent risks and dangers that cannot be completely eliminated, even when preventive measures, care, caution, instruction, and experience are applied.

As a Participant, I understand and acknowledge the nature, scope, and extent of the risks associated with the activities covered by this agreement, as explained by the Operator and established in the contract entered into with **Andes Adventure Holidays E.I.R.L.** I also understand that unforeseen events may occur as a result of circumstances beyond the control of either party, including unforeseeable events or force majeure, for which neither party may be held liable.

I voluntarily and freely accept all risks and possible consequences arising from participation in **day hikes, multi-day treks, climbing expeditions, and mountaineering courses**, provided that such risks, injuries, or damages are not the result of negligence, recklessness, or incompetence on the part of the Operator.

## **THIRD. - Responsibility**

By signing this agreement, the **PARTICIPANT** releases and holds harmless the **OPERATOR** from any contractual or non-contractual civil liability for any injury, damage, death, material loss, moral damage, or economic loss arising from participation in the adventure tourism activities, provided that the OPERATOR complies with all applicable adventure tourism regulations and that the equipment, accessories, materials, and infrastructure provided meet the safety and maintenance standards established by the applicable Adventure Tourism Regulations.

Likewise, the **PARTICIPANT** waives any right to seek compensation, file claims, initiate legal actions, or demand damages arising from the agreed activities, including those related to practice, transportation, recreational activities, or any other actions carried out during the development of the activities, provided that such damages or injuries are not caused by defects or failures in the equipment, accessories, materials, infrastructure, transportation, or personnel provided by the **OPERATOR**, nor by negligence or misconduct on the part of the **OPERATOR**.

#### FOURTH. – Agreement Not to Sue

The **PARTICIPANT**, as well as his or her heirs, executors, administrators, legal representatives, guardians, or assigns, hereby waives the right to initiate any lawsuit, claim, or similar legal action against the **OPERATOR** arising from the activities covered under this agreement, provided that the **OPERATOR** has complied with the applicable Adventure Tourism Operating Regulations and has fulfilled its obligations under this agreement.

#### FIFTH. – Declaration of Health Condition

I hereby declare that I do not suffer from any illness, medical condition, physical limitation, or other condition that would prevent me from safely participating in **climbing, trekking, day hikes, or any other contracted adventure tourism activity**. I further declare that if I suffer from any illness or condition that may affect my ability to participate safely in the contracted activities, and I intentionally conceal, omit, or fail to disclose such information in the booking form or any medical declaration provided to the **OPERATOR** at the time of booking, the **OPERATOR** shall be released from any and all responsibility for any consequences arising from my participation in the activity.

Additionally, I declare that I am in sound physical and mental condition and that I am not under the influence of alcohol, narcotics, psychotropic substances, or any other substance that may impair my judgment or physical abilities during participation in the activities covered by this agreement.

#### SIXTH. – Entire Agreement

The terms and conditions set forth in this agreement constitute the entire understanding and agreement between the **PARTICIPANT & ANDES ADVENTURE HOLIDAYS E.I.R.L.** regarding the adventure tourism services contracted.

By submitting a booking form and signing this agreement, the **PARTICIPANT** acknowledges, accepts, and agrees to all the terms and conditions contained herein and authorizes the **OPERATOR** to perform the contracted services on the **PARTICIPANT'S** behalf.

All persons included in the booking (hereinafter referred to as the “Participants”) shall be subject to the terms of this agreement. By signing this agreement, the signing **PARTICIPANT** confirms and warrants that all other Participants included in the booking have been informed of these terms and conditions, regardless of the method of payment used for the reservation, and that all Participants accept and agree to be bound by them.

#### SEVENTH. – Reservations

Reservations for a **tour, day hikes, multiday - treks, climbing expedition, or mountaineering course** may be made by completing the booking form provided online and submitting the required trip deposit in accordance with the booking conditions established by **Andes Adventure Holidays E.I.R.L.**

A reservation shall not be considered final or confirmed until the **PARTICIPANT** receives written confirmation from **Andes Adventure Holidays E.I.R.L.**, together with the corresponding invoice or proof of pre-payment.

#### Deposits and Final Payment

A deposit equal to a specified percentage of the total tour cost per person is required at the time of booking. Final payment is due by the date listed on the trip’s detailed information page. If you make your booking after the final payment due date, the full tour cost must be paid at the time the trip is confirmed.

#### Booking & Payment Policy

To confirm your reservation for a Day Tour, Day Hike, Multi-Day Trek, Climbing Expedition, or Mountaineering Course with Andes Adventure Holidays E.I.R.L., a non-refundable deposit of 25% of the total program price is required at the time of booking. This policy applies to all Trekking Programs, Day Tours, Acclimatization Hikes, Climbing Expeditions, and Mountaineering Courses offered on our website.

Reservations should be made at least 30 days prior to the trip departure date. Once your booking is confirmed, the remaining balance of 75% must be paid in cash in Huaraz no later than 48 hours before the expedition begins. In most cases, the final payment is completed during the briefing session held one day before departure.

**We offer a flexible cancellation policy.** If your travel plans change, please contact us as early as possible so we can discuss available alternatives, including rescheduling options whenever feasible.

#### Payment Methods

- ❖ Cash in Huaraz — Recommended to avoid additional fees.
- ❖ Bank transfer — Accepted; a USD \$ 60 bank fee applies and is the responsibility of the client.
- ❖ Credit/Debit card — Accepted; a 6% processing fee applies and is the responsibility of the client.
- ❖ Western union — Transactions made through Western Union generally incur a commission of approximately 3% to 5% of the total amount sent.

**Please note** that this deposit is required to book our staff in advance, including guides, cooks, porters, muleteers, and external service providers such as transportation and hotel accommodations, if required. It also covers the purchase of entrance tickets for day tours, day hikes, multi-day treks, climbing expeditions, and mountaineering courses, all subject to availability.

**EARLY BOOKING DISCOUNT:** A 5% discount is offered for reservations made 5 months in advance of the expedition start date. The discount is applied to the total program price.

❖ **Students & groups of 6+ — Eligible for special group discounts.**

#### Why Our Prices Reflect the Quality of Service

We understand that when comparing options online, travelers may notice that some agencies in Huaraz offer significantly lower prices.

❖ The reason is simple: not all-day tours, day hikes, multiday treks, climbing expedition or mountaineering courses services are the same.

From the very beginning, **ANDES ADVENTURE HOLOIDAYS E.I.R.L**, has focused on delivering premium, personalized experiences — rather than low-cost, high-volume tours.

**This commitment is reflected in:**

- ❖ Highly experienced Bilingual Mountain trekking & tour guides, mountain cooks, and all local mountain staff
- ❖ Reliable modern & private transportation service for all programs
- ❖ Top-quality camping gear and safety equipment
- ❖ Small group sizes — maximum 08 - 10 participants
- ❖ Careful logistics, attention to detail, and dedicated support throughout your adventure program

Our pricing reflects the true cost of operating professionally and responsibly, ensuring a high standard of service, safety, comfort, and authentic life time experiences.

The difference in price is not only related to the day tours, day hikes, multi-day treks, climbing expeditions, or mountaineering courses themselves, but also to how each adventure program is designed, organized, and operated.

#### EIGHTH: Paying System

##### 8.1 VIA WESTERN UNION

Information required to make a deposit via Western Union:

- ❖ Full Name: **FREDY CAYO LLIUYA LOPEZ**
- ❖ Phone: 931888334
- ❖ Address: Huaraz – Peru
- ❖ Email: [info@andesadventureholidays.com](mailto:info@andesadventureholidays.com)
- ❖ Postal Code: 02000

Please make sure that all information is entered correctly when making the deposit, exactly as follows: **FREDY CAYO LLIUYA LOPEZ**. Otherwise, it may not be possible to withdraw the money.

When completing the Western Union form, please enter the name as follows:

- ❖ First Name(s): **FREDY CAYO LLIUYA**
- ❖ Last Name / Surname: **LOPEZ**

This will correctly register the receiver's name as: **FREDY CAYO LLIUYA LOPEZ**.

As soon as When you send the deposit via Western Union, please send us the transaction voucher for the pre-payment by email or as a scanned copy/photo via WhatsApp (please avoid sending it by fax).

At the time of making the transaction, you will receive a transaction code called the MTCN (Money Transfer Control Number), which will appear on the voucher. This code is very important, and we must receive it in order to collect the money.

As soon as we receive your email with the transaction voucher and the MTCN code confirming your pre-payment, we will go to the bank to collect the deposit. Once the payment has been successfully collected, we will send you a confirmation email for your trip with us, along with a pre-payment invoice file

##### 8.2 VIA BANK TRANSFER - ACCEPTED

If you agree to make your deposit through our savings account, we will provide you with our bank account details and the name of the bank in Peru.

Please note that bank transfers are subject to transaction fees. A USD \$60 bank fee applies and is the responsibility of the client. This amount is not included in the cost of any adventure program and must be paid separately.

### 8.3 SOME CONSIDERATIONS:

- ✓ The Peruvian general sales tax (I.G.V) 18% is not included in the rate shown
- ✓ **The cost shown** does not include the cost of the pre-payment transaction for early booking.
- ✓ **How to book** any adventure program, you can make a reservation by sending us an email or using the reservation form provided on our website or via **WhatsApp**.
- ✓ **Once you have made the deposit**, please send the payment voucher via email or WhatsApp. If you booked online, kindly message us on WhatsApp so we can stay in contact, coordinate your briefing, and provide useful recommendations for your trek program.
- ✓ **Fast and Easy Communication:** All emails are answered as soon as possible to ensure fast and easy communication.
- ✓ **Communication Options:** We offer several ways to stay in touch with us. You can contact us **through online chat, WhatsApp, Instagram, or via the email on our website**. Simply fill out the reservation form or send us an email to ensure easy and personalized communication with our team.
- ✓ **For more information**, please contact us via WhatsApp at **+51 931 888 334** or by email at [in@andesadventureholidays.com](mailto:in@andesadventureholidays.com)

### NINTH: Liability & Responsibility

**Andes Adventure Holidays E.I.R.L.** provides professional adventure tourism services operated by qualified mountain guides certified by **IFGMA - UIAGM & AGMP**, and functions as a legally registered adventure travel company under Peruvian law.

While we make every effort to ensure the safety and success of all adventure programs **Andes Adventure Holidays E.I.R.L.** shall not be held responsible for accidents, illnesses, injuries, damages, losses, delays, natural disasters, adverse weather conditions, political situations, terrorism, civil unrest, additional expenses, poor physical condition, intoxication, personal negligence, family or medical emergencies, or any other circumstances beyond our control.

Please understand that missed any adventure program resulting from any of the circumstances mentioned above are non-refundable and cannot be recuperated. Once any adventure program has begun, no refunds will be provided for any unused portion of the program, including voluntary departure or removal from the trip for any reason.

The price and duration of a hiking trip will remain fixed once your reservation has been confirmed. Payments are also non-refundable in the event of itinerary changes or public land closures. However, if any adventure program or destination must be canceled due to unsafe weather or mountain conditions beyond our control, and this decision is announced in advance, we may offer the option of attempting an alternative and safer summit. In such cases, the amount already paid may be transferred as credit toward the alternative expedition without additional cost, whenever possible.

### Important Note:

During any mountain climbing expedition, the lead guide will always have the final decision regarding whether to continue or turn back, depending on weather, route, or mountain safety conditions. These decisions are made exclusively for the safety of all participants and staff. If an expedition must return after the program has already begun due to these conditions, no refunds will be provided.

### TENTH: Trip Cancellations by the Client & Refund Policy

To cancel your booking, you must submit your cancellation request in writing by email to: [info@andesadventureholidays.com](mailto:info@andesadventureholidays.com).

Unless otherwise specified in the trip notes, cancellation fees will be applied per person according to the following cancellation policy, based on the date we receive your written notification:

- ❖ 35 to 25 days before the trip departure - A refund of 30% of the pre-payment will be issued.
- ❖ 20 to 0 days before the trip departure - No refunds will be provided. The group or client will be subject to cancellation penalties due to prior reservations and operational commitments made in advance.

Please understand that pre-payments are non-refundable in these circumstances because arrangements and reservations are made in advance, including:

- ❖ Professional staff bookings (guides, porters, cooks, muleteers/donkey drivers)
- ❖ Local transportation services

- ❖ Bus tickets from Lima – Huaraz – Lima
- ❖ Accommodation reservations
- ❖ Entrance tickets and permits
- ❖ Administrative and office expenses such as phone calls, internet services, bank commissions, and transaction fees
- ❖ These operational costs are incurred prior to the arrival of the group or client and cannot be recovered once confirmed.

### Changes by You:

If you wish to modify your itinerary, including pre- or post-trip hotel accommodations, after your tour has been confirmed, a change fee may apply. The amount of the fee will depend on the type and extent of the requested changes. Please note that our external service providers, including hotels and transportation companies, may also impose additional charges or cancellation penalties for modifications made after confirmation. These costs will be included in the applicable change fee and, in some cases, may be substantial.

### ELEVENTH: Cancellations or Changes by Us & Flexibility

Andes Adventure Holidays E.I.R.L. reserves the right to cancel, alter, or modify any adventure program, or itinerary without prior notice due to circumstances beyond our control or for operational and safety reasons. You acknowledge and accept that accommodations, transportation, routes, schedules, and itineraries may be subject to change without prior notice due to local conditions or unforeseen events, including but not limited to mechanical breakdowns, flight cancellations, weather conditions, strikes, political situations, natural events, or other unforeseeable circumstances.

If, before departure, we are required to make a significant change to your trip due to any of the circumstances mentioned above, we will notify you as soon as reasonably possible and offer available alternative options.

### TWELFTH: Price Adjustment

The quoted trip price is based on the current economic conditions in Peru at the time of booking. Our pricing structure is carefully calculated based on the operational costs of directly organizing and operating all of adventure programs. At Andes Adventure Holidays E.I.R.L., we strongly support local employment by hiring qualified local staff and providing fair job opportunities that help improve the economic conditions and quality of life of the local communities we work with. We are committed to fair wages, transparency, and honest business practices in all of our operations.

We strive to maintain stable and transparent pricing in order to avoid unexpected changes or additional charges after your arrival in Peru. Our rates are carefully calculated in advance to protect our clients from sudden increases caused by inflation, rising fuel costs, staff wages, basic supplies, currency exchange fluctuations, government fees, or other operational expenses that could affect your travel budget or create inconvenience during your trip.

### THIRTEENTH: Responsibility

As a Peru-based adventure travel company, Andes Adventure Holidays E.I.R.L. promotes and operates all-inclusive tour programs from Huaraz to Huaraz, or from Lima to Lima upon special request. In order to provide our services, we work with a variety of independent suppliers and service providers, including accommodations, transportation companies, local markets for trip supplies, and other services related to the operation of any adventure programs.

### FOURTEENTH: Travel Insurance

The price of the travel package does not include any type of travel insurance. All journeys with Andes Adventure Holidays E.I.R.L. require that you have travel insurance. For your security, we strongly recommend the purchase of travel insurance before undertaking an adventure program in the Peruvian Andes. Travel insurance covers the cost of trip cancellation or interruption, travel delay, medical expenses, emergency assistance, rescue, repatriation and baggage delay coverage to protect your financial investment. You will have until the final balance due date for the trip to provide proof of your travel insurance. You must send a proof of your travel

### FOURTEENTH: Travel Insurance

The price of the travel package does not include any type of travel insurance. All trips and adventure programs operated by Andes Adventure Holidays E.I.R.L. require participants to obtain valid travel insurance.

For your safety and protection, we strongly recommend purchasing comprehensive travel insurance before undertaking any adventure program in the Peruvian Andes. Your travel insurance should include coverage for:

- ❖ Trip cancellation or interruption
- ❖ Travel delays
- ❖ Medical expenses
- ❖ Emergency assistance
- ❖ Rescue and evacuation
- ❖ Repatriation
- ❖ Baggage loss or delay

Travel insurance helps protect your financial investment and provides important assistance in case of unexpected situations during your trip. You must provide proof of valid travel insurance no later than the final balance due date for your trip. Please send a copy of your insurance policy by email to [info@andesadventureholidays.com](mailto:info@andesadventureholidays.com) or via WhatsApp.

I have carefully read this agreement and the attached recommendations. I fully understand and accept its contents, acknowledging and assuming all risks associated with these activities. By signing this document freely and voluntarily, under oath, I declare that I am physically and legally able to participate in these activities. I also agree that the electronic acceptance of this document shall have the same legal validity as signing the original document in person.

Signature (Over 18 years old) **PARTICIPANT & OPERATOR.**

**Note:** Participants under 18 years of age must have this agreement signed by a parent or legal guardian on their behalf. The minor participant must also sign the agreement. Annex 8 – Adventure Tourism Regulations in Peru Sworn Declaration of Authorization for Minors and Conditions for the Provision of Services (This form must be completed and signed by the parent, mother, legal guardian, or legal representative.). This document will be provided after the acceptance and confirmation of the adventure program price.

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**Representative of: Andes Adventure Holidays E.I.R.L**  
DNI .....  
Full Name.....

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**Client.:**  
Passport Number: .....