



RUC : 20602548083

RAZÓN SOCIAL: WATTRAVELSAC

DIRECCIÓN : Calle San Andres 260, INTA, Cusco, Perú

TELÉFONO : +51 924 035 974 | +51 977 451 524

Hello, you are about to book a tour with What a Trip!

We ask that you read the following information carefully. By making the payment, you are formally accepting the conditions described here.

This document contains:

- The terms and conditions of sale
- Policies for accepting risks and contracting services

Terms and Conditions of Sales

To What A Trip (from now on WAT) transparency and honesty are fundamental values of our organization. For that reason, we make our sales terms and conditions known before the hiring of our services.

Contact

Published price

WAT's published prices may be modified without previous notice. The price sent in the quote is the current price.

Discounts and promotions

Discounts and promotions made by WAT are not cumulative, and only one applies per tour.

Sales to retailers

Sales to retail companies are subject to conditions. If you are a retailer, please make this known when asking for a quote.

Quotes

Quote number

All quotes will be sent via e-mail and will have a "Quote Number"

Quote price

Prices are quoted per person. The currency is American dollars (USD) at the exchange rate proposed by WAT. They apply only for the itinerary and the travel date requested.

Validity of the price

The validity of the price will be detailed in the quote. The price may vary in case the estimated term expires and it is subject to availability.

Availability

The sending of the quote does not ensure the availability of the tour until the "Reservation Confirmation" has been sent due to high demand.





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Minimum quantity

Some tours require a minimum quantity of people in order to operate. There may be an additional charge when dealing with only one person (for example hotel expenses).

Itinerary changes

The proposed itineraries are subject to change without previous notice and they will be offered as long as that means the offer of a better service.

User responsibility

Sending personal data

The client is responsible for providing their personal details correctly and without any mistakes. In case there are mistakes, the client will assume any necessary expense for their rectification (example: expenses for modifying the details on a train ticket or entrance ticket) and other administrative expenses.

Relevant information

The client agrees to inform WAT of any relevant information regarding their physical or mental condition. WAT reserves the right to cancel their tour without refunds in the case of a breach in this agreement by the client. The client is responsible for bringing all the necessary documents in order to perform their trip satisfactorily: passports, visas, certifications, vaccines, etc.

Travel documents

The client is ultimately responsible for carrying all the necessary documents to make his trip satisfactorily: passports, visas, certificates, vaccines, etc.

Legal age

All clients declare being of legal age when asking for a quote. In the case they are not, they must inform WAT.

Loan or rental of complementary services

Depending on the tour, equipment or other objects that facilitate the client's experience may be loaned. At the same time, the client can decide to rent complementary equipment (hiking poles, backpacks, sleeping bags, etc). The equipment or objects must be returned in the same conditions in which they were given. In its failure, WAT reserves the right to make charges for reparations.

Payment

Rate conditions

The final rates may suffer modifications due to availability in spite of a completed payment. These cases are minimal but may occur especially due to a high demand of certain services that WAT has no control over (for example train tickets, entrance tickets, or hotel rates). In this case, we will contact the client as soon as possible before making





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any payments to the providers of the final service. The service will be confirmed only after receiving a "Confirmation and Reservation Number".

Commissions for payment

Commissions for choosing to use a certain payment method (commissions for bank transfers, PayPal, etc) will be assumed by the client. WAT must receive the exact payment corresponding to the sent quotation.

Acceptance of rates

The client declares to accept the rate offered by WAT once the payment has been made. Any type of claim after the payment has been made is not entitled to any refund.

Reservation

Reservation confirmation

The purchase of a tour is confirmed only when the client receives a "Reservation Confirmation" via e-mail which will include a "Reservation Number".

Travel insurance

WAT recommends all clients hire travel insurance previous to any trip and in this way preventing any major expenses should, unfortunately, medical attention be required. WAT DOES NOT include travel insurance.

Post sales contact

Any communication from the client either for changes, cancellations, refund requests or any other matter, must be via e-mail for its validity and within the allotted time frame.

Changes

For any changes to the booked tour, the cancellation policies prevail.

Change of dates / Change of a reserved tour / Transfer of service to another person

Ask about possibility of changes in our means of contact.

Any expense already made by WAT that does not allow the modification of tour dates will not be refunded and will be assumed by the client independent of date of purchase and type of tour (example: the purchase of train tickets).

Change of number of people

The decrease in the number of people is subject to the conditions for cancellations of the service. The increase of the number of people will be subject to a new quote in order to confirm the rate.

Cancellations

Each of the What a Trip tours has a particular cancellation policy that can be consulted before making the reservation.





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At the client's request

Policy	Term	Penalty	Expired term	Penalty	Detalle
Super Flexible	48hrs or more	30%	Less than 48hrs	100%	Cancel this tour with more than 48rs to the start date of the tour and get a refund of 70% of the value paid. Within 48 hours we charge 100%.
Flexible	7 days	50%	Less than 7 days	100%	Cancel this tour with more than 7 days to the start date of the tour and get a refund of 50% of the value paid. Within 7 days we charge 100%.
Strict	20 days	50%	Less than 20 days	100%	Cancel this tour with more than 20 days to the start date of the tour and get a refund of 50% of the value paid. Within 20 days we charge 100%.

For reasons of force majeure on the client's part

Each purchased tour has a particular condition for cancellations due to events of force majeure which can be inquired previous to any purchase. In these cases, WAT will evaluate the charges for expenses individually per case. The client must prove the fortuitous event that prevents the completion of the tour.

For reasons of force majeure on WAT's part

Due to the responsibility of the providers: In their quality as intermediary, WAT will not respond for any cancellations decided by the providers as WAT does not have any legal representation or administrative control over them.

For external motives: WAT is not responsible for cancellations due to events of a climatic, social, or other nature that impede the completion of the tour.

However, in both cases mentioned in the lines above, WAT ensures assistance and help to the client at all times in order to guarantee their satisfaction.

Refunds

Refund for payments will only be made when they are within the established time frame in the conditions mentioned lines above. The client will choose the means of return and will assume any financial expense. Once the refund has been made, WAT will send the proof of payment via e-mail.

During the tour

Cancellation of the tour due to inappropriate behavior

WAT reserves the right to cancel the tour without the possibility of a refund when the passenger finds themselves unable to take the tour (example: under the influence of alcohol or drugs, hostile behavior, any other situation which might put the other passengers' security at risk, etc).

Cancellation of the tour due to personal reasons

If the client decides during the tour not to complete it for personal reasons (self-will, health reasons, physical injuries, etc) no refund will be considered. In that sense, WAT offers a 24 hours contact phone number to help clients during their tour. The same applies for any type of omission or breaking of the rules by the passenger.

Cancellation of the tour due to external reasons

In case a tour must be cancelled for reasons external to WAT (climate, social strikes, political events, etc), we reserve the right not to give a total refund in order to cover certain obligations assumed with providers in compliance to their sales conditions.

Postponement of the tour due to external reasons

In case the tour must be postponed for reasons external to WAT (climate, social strikes, political events, etc), any additional expense for the completion of the service must be assumed by the client without WAT assuming any responsibility.

Defects in service due to external reasons

The quality of certain tours may suffer variations for reasons external to the operation of the tour and specific to the destination (example: water or power cuts, WiFi). In this case WAT does not assume any responsibilities and only informs that they are contingencies which may occur.

Delays

WAT does not assume any responsibility for delays during the tour and for any consequences these may generate for the client.

Security

We recommend to our clients to take care of all their personal belongings. WAT is not responsible, for damages, losses, or theft during the tour.

Refunds for claims**Refund requests**

Any request for refunds must be made via e-mail in a period no longer than 15 days after the end of the tour and the client must provide detailed proof of the reasons for the claim. WAT will respond by the same means and will evaluate the request in a just and impartial manner. In case the refund proceeds, the reimbursement method will be coordinated with the client and any expenses or commissions that arise will be assumed.

WAT as intermediary

WAT acts as intermediary for the hiring of Touristic Services, those being hired with and operated by the selected Providers. In accordance to that, WAT is not obliged to, directly or indirectly, execute the Touristic Services and WAT's responsibility will be determined only under those conditions.

Acceptance of risks and exoneration of responsibility

WAT, in their role as intermediary, is compromised only to offer services that guarantee the adequate security standards. However, there will always be risks that are specific to the Activity and transfers, for which the client assumes and renounces expressly and



voluntarily certain legal rights for any personal damage, injury, or death that they might suffer during the tour. In accordance to that, the user excludes WAT from any responsibility linked to any accident or injury that might occur associated to their health, physical condition, clothing or equipment, or of any other kind.

ACCEPTANCE OF RISKS AND EXEMPTION OF RESPONSIBILITIES

Before partaking in your hired tour or activity (from now on referred to as the "Activity") it is important that you read, understand, and agree to the present terms and conditions:

What a Trip (from now on, "**WAT**") is compromised to offer only services that guarantee adequate security standards during the entirety of the Activity. However, there are always risks that are inherent to the Activity and any transfers involved, so by signing this agreement you assume the risks and expressly and voluntarily renounce certain legal rights to any personal damage, injury, or death that you might suffer during the development of the Activity. According to that, the user excludes **WAT** from any responsibility linked to any accident or injury that might occur associated with your health, physical condition, clothing, and equipment of any other kind.

I. ABOUT WAT:

- **WAT** is a tourist travel agency through which the travelers and/or users can freely hire a number of services and/or touristic activities (from now on referred to as "Touristic Services") from touristic service providers (from now on referred to as "Providers"), in accordance to their own needs. For that purpose, **WAT** guarantees that the providers were carefully evaluated and selected before offering their services.
- At the same time, it is clearly stated that **WAT** only acts as an intermediary for the hiring of an Activity, those being hired directly from the Providers.
- In that sense, we make it known to the traveler that **WAT** acts as a middle person for the hiring of Touristic Services, these being recruited and operated by the selected Providers. In accordance to that, **WAT** is not obliged to, directly or indirectly, carry out the execution of said services and its responsibility will be determined only in that condition, according to the legal dispositions of the matter.
- It should be noted that the term "Activity" includes the transfer to and from the place in which it will take place, every previous trial, training and/or instruction, the use of any equipment needed for its development, as well as any other action, event, or service that is related in any way to the Activity.

II. ABOUT THE USER:

- The user declares to be of legal age and have the legal capacity to purchase the Touristic Services offered through **WAT**. In accordance to that, the user declares that all information here provided is true, exact, actual, and complete.
- At the same time, the user recognizes that they have been previously informed about all conditions referring to the Touristic Services hired, the same as have been duly detailed and explained.

III. GENERAL CONDITIONS:

- The traveler expressly declares that the present is a legally binding document that, when referring to **WAT**, also includes its employees, collaborators, instructors, agents, the Providers, and anyone else who finds themselves related directly or indirectly to the development of the Activity.



- **Assumption of Risks:** The traveler is fully aware that the hired Activity can be considered as a risky activity and that it holds certain inherent dangers (including, but not limited to, damages, injuries, or death) that no care, precaution, instruction, or training can eliminate, and in this manner, they freely assume any risk involved.
- **Exemption of responsibility:** The user exonerates and/or expressly and permanently frees WAT from all responsibility resulting from the occurrence of any damage, injury, or death that might be generated against WAT as a result of the development of the activity.
- **Waiver of Rights:** In accordance to the above, the traveler expressly and irrevocably waives any right of denunciation, legal action, or claim against **WAT**, for any act or omission that may cause them any type of damage or legally recognized prejudice, including – but not limited to – attorney's fees or expenses, derived from the development of the Activity.
- **Insurances:** The user has been duly informed that **WAT** will not provide any kind of insurance (health or liability) against any inconvenience that may arise as a result of their participation in the Activity, for which the user declares that they are covered by an insurance or, alternatively, that they possess the resources to face any health expenses. In any case, **WAT** recommends that the users hire private insurance before taking part in the Activity but is not by any means responsible for the users' decision not to do so.

IV. ADDITIONAL CONDITIONS:

- The traveler agrees not to consume alcohol, controlled substances, or misuse prescription drugs during the development of the Activity or twenty-four (24) hours previous to the Activity.
- The user declares that they are able to swim in case they hire an aquatic Activity.
- The traveler must obey all rules, indications, and politics established by WAT and/or the Providers during the development of the Activity.
- The traveler acknowledges that in case some part of the whole of this agreement is not applicable, the remaining dispositions will remain valid and will be fully enforceable.
- The traveler allows the taking and use of pictures or videos during the development of the Activity, for the means of the promotion and hiring of the same.

The signing and filling of the present document implies the express acceptance of the user of each and every one of the conditions included in this agreement, and therefore assumes all risks and reaffirms the exoneration and waiver of all claims that may arise from the partaking of the Activity.

RECRUITMENT OF TOURISTIC SERVICES FORMAT

Dear traveler, **What a Trip** (from now referred to as, "**WAT**") invites you to read, understand, and express your accordance to the present terms and conditions of the acquiring of these services prior to your purchase.

V. ABOUT WAT:

- **WAT** is a tourist travel agency through which the travelers and/or users can freely hire a number of services and/or touristic activities (from now on referred to as "Touristic Services") from touristic service providers (from now on referred to as "Providers"), in accordance to their own needs. For that purpose, **WAT** guarantees that the providers were carefully evaluated and selected before offering their services.





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- In that sense, we make it known to the traveler that **WAT** acts as a middle person for the hiring of Touristic Services, these being recruited and operated by the selected Providers. In accordance to that, **WAT** is not obliged to, directly or indirectly, carry out the execution of said services and its responsibility will be determined only in that condition, according to the legal dispositions of the matter.

VI. ABOUT THE USER:

- The user declares to be of legal age and have the legal capacity to purchase the Touristic Services offered through **WAT**. In accordance to that, the user declares that all information here provided is true, exact, actual, and complete.
- At the same time, the user recognizes that they have been previously informed about all conditions referring to the Touristic Services hired, the same as have been duly detailed and explained.

VII. GENERAL TERMS:

- The present conditions apply to the intermediary services provided by **WAT** and in no way do they modify or replace the limits of responsibility established by Peruvian legal norms, or any special or specific conditions that the Providers have defined for their Touristic Services. In this sense it is understood that the conditions for the Touristic Services are established by the respective Providers, and that **WAT** has no interference whatsoever in the collection of payment by the Providers for any service or penalty.
- **WAT** states that its intermediary activity in the commercialization of Touristic Services does not guarantee that the activity chosen by the user does not present risks for the user's physical or emotional health. In relation to that, the **WAT** sales team will inform in detail the development of each activity, but is not responsible, directly or indirectly, for any damages or losses of any kind that the user might suffer before, during, or as a consequence of the chosen Touristic Services.
- **WAT** is not responsible for any events derived from unpredictable circumstances or forces of a major nature, including climatic phenomena or social strikes, within others, that may present themselves before or during the use of the Touristic Services and that may eventually delay, interrupt, or impede the execution of said services. At the same time, the user declares being disposed to assume all additional costs for changes by force of a major nature, with the means of performing the activity in a satisfactory manner.
- In the same manner, **WAT** Will not be responsible for schedule modifications or cancellations, the tools and/or equipment used or any other matter corresponding to the Providers; nor for any other event by a third party not imputable to **WAT** that affects the Touristic Services.
- Nonetheless, according to the previously indicated in the above paragraphs, **WAT** is compromised to provide customer support to the user, in its condition of intermediary, to ensure the Providers offer a solution to any supposed problem generated against them in the matters of the lending of Touristic Services.
- **WAT** will not respond in any case against the user for direct or indirect damages, lost profits, or any type of responsibility referent to events in which its collaborators, functionaries, employees, or **WAT** representatives have not participated in, stating that in this case they are imputable to **WAT**.

VIII. SPECIAL CONDITIONS:

- **Touristic Services which include transfers:** will be provided by the Providers on a normal service (shared with other passengers) or on private transport, according to what has been agreed. The user must be present at the agreed date and time, otherwise, the Providers will be able to cancel the lending of the service and the user will not have the right to solicit a refund.





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- **Change of date:** will proceed in accordance to internal politics, conditions, and availability of the Providers of Touristic Services. **WAT** staff compromises to do everything within its reach so the user can carry out the service on the chosen day, however, it must be considered that the viability of the change is finally determined by the Providers.
- **Insurance:** **WAT** recommends that the users hire personal insurance prior to hiring the Touristic Services from the Providers, and that it is not responsible under any circumstance if the user decides not to.
- **WAT** does not assume any responsibility in case of loss of the hired service, wrong information and/or any other situation of a personal nature that impedes the execution or finalization of the tour.
- The user states having knowledge of the full itinerary of Touristic Activities hired, which can be subject to changes without previous notice by part of the Providers, with the objective of offering a better service. Therefore, the itineraries shown are referential.

The payment for contracting the service implies the user's express acceptance of each and every one of the general and special conditions included in this agreement

Name:		Age:	
ID Number (Passport):		Nationality:	
E-Mail Address:		Phone Number:	
Activity:			
Provider:			
Food Restrictions:			
Illnesses and/or allergies:			
Emergency Contact:			

"We thank you for trusting us"

