

## TERMS AND CONDITIONS

### **ARTICLE 1: SCOPE OF APPLICATION**

These general terms and conditions are valid for all retreats, experiences and services offered by the tour operator Travel and Healing. When you make your booking and pay your deposit you automatically acknowledge that you have read and agreed to the following terms and conditions.

### **ARTICLE 2: GENERAL INFORMATION**

Travel and Healing is a travel agency located in Cusco, Peru. Therefore the company is liable to the laws and regulations of Peru. Booking a service offered by Travel and Healing implies the consent to law of each destination country and to the general terms and conditions as well as the consideration of recommendations, which are included in the informational documents provided by Travel and Healing. The client affirms explicitly that he/she has taken note of all the provided information regarding the booked service, as well as the informational material about COVID-19 and additional safety instructions of retreats.

### **ARTICLE 3: BOOKING AND PAYMENT**

Once you have decided on a service, you will receive a registration form immediately after your booking. To provide a safe service to our customers it is important that we know everything about the medical conditions and history of each client. It is the responsibility of each customer to fill out the information correctly and truthfully. At the time of booking a non-refundable deposit of 50% is due in order to reserve your requested services, and full payment is due 30 days prior to the beginning of the service. If the booking was made in less than 30 days before the departure, the entire price has to be charged immediately.

#### **Booking an Ayahuasca or San Pedro Retreat:**

For the Ayahuasca retreats and San Pedro

ceremony it is mandatory for every participant to bring a medical letter from a doctor outlining the good health of the client. For participants over the age of 50 an additional stress test is required. Travel and Healing can also organize a private consultation with a local doctor for a general health check or the stress test. These services are not included in the general program and can be added for an extra charge. Please consult your agent for more information.

#### **Payment methods:**

We currently offer four payment methods:

##### **3.1) BY PAYPAL**

You can find our secure Paypal payment link [HERE](#) for your payment. Travel and Healing reserves the right to add a fee of 5% (the fee will be charged by Paypal and is not charged by the organizer.

##### **3.2) BY CREDIT CARD (USD)**

Our travel agents will send you a travel recommendation with a payment link, so you can easily follow the payment instructions of our booking system on our website and pay with your credit card.

##### **3.3) BY BANK TRANSFER (USD)**

You can find detailed payment information below:

**Name:** Ángel Benedicto Herrera Choque

**Address:** Av. La Cultura 2122

Wanchaq-Cusco Perú

**Bank Account Number:**

285-32895797-1-42

**CCI: 00228513289579714251** (only needed for bank transfers within Peru)

**Bank Name:** Banco de Crédito del Perú

**SWIFT Code/Routing Number:** BCPLPEPL

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### **3.4) BY BANK TRANSFER (EURO)**

You can find detailed payment information for our German bank account below:

**Name:** Angel Benedicto Herrera Choque

**Bank Name:** N26 Bank GmbH Berlin

**Bank Address:** Klosterstraße 62, 10179 Berlin

**IBAN:** DE71100110012629977578

**BIC:** NTSBDEB1XXX

### **ARTICLE 4: CANCELLATION OF SERVICES**

**By the Client:** If the client must cancel the booked service due to personal reasons (death, illness or personal reasons) the following measures apply:

If the client cancels the confirmed program more than 60 days before the start of the tour, 25% of the total amount will be retained (excluding bank charges) and the costs for the booked trains, ayahuasca retreat and flights. If the client cancels the confirmed program 60 to 31 days before the departure, 45% of the total amount will be retained (excluding bank charges) and the costs for the booked trains, ayahuasca retreat and flights. If the client cancels the confirmed program 30 to 15 days before the departure, 75% of the total amount will be retained (excluding bank charges) and the costs for the booked trains, ayahuasca retreat and flights. If the client cancels the confirmed program in 14 or less days before the departure, 80% of the total amount will be retained (excluding bank charges) and the costs for the booked trains, ayahuasca retreat and flights.

**Ayahuasca Retreats:** Should the participant need to change dates, we allow him/her to make changes without any additional service fee. However, we do not offer refunds for any reason. You may transfer your retreat booking to another person as long as they receive medical approval for the retreat. If

you leave or are expelled from the retreat at any time prior to the finish time, no refund will be issued.

For all services, bank fees, Paypal and credit card costs are not included in the cost of the service. Please ensure that you cover any fees charged by your financial institution.

If one or more participants from the same travel group cancels the booked service, the refund amount will be recalculated depending on the new number of passengers. The client has the choice between accepting or rejecting the new calculated price. In the second case the terms of cancellation by the client apply.

If for any reason the transportation chosen by the client (bus, flight, train, etc...) does not arrive at the destination prior to or on the date and time scheduled to begin the services, the company shall not be held liable for any resulting missed services. These unused services are the responsibility of our clients. We recommend arriving in the city of departure at least 2 days before the service starts, so the client gets used to the climate conditions and reduces the risk of missing a service due a flight cancellation. The company provides services from the date of arrival of the client until the originally scheduled termination of the services. Any services missed as a result of these delays are not refundable. If the client leaves the tour early, including not using additional nights of accommodation for any reason, voluntary or involuntary, no monies will be refunded.

#### **By the company:**

In case the booked services cannot take place due to force majeure (social events such as strikes, meteorological phenomena, health catastrophes, etc.) The tour operator Travel and Healing offers you the following options:

- Postponement of your travel program, in which your paid deposit will be kept

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until you start your journey.

- Cancellation of your trip. In this case, the amount of refund will be calculated per case and depends on the different cancellation policies of our suppliers. This calculation can only be made after our providers have communicated with us and have reimbursed the amount of our paid services to the company.

### **By third parties providers:**

The services of our third party providers are their own responsibility. If our providers are failing their services, the company should not be held liable for any resulting missed service, since these services apply to the terms and conditions of each local provider. However, you can always inform us about any problems and we are trying to constantly improve our services.

### **ARTICLE 5: PRICES**

Travel and Healing quotes its prices in USD (\$) and the Peruvian currency Soles (S./) in order to be able to offer the exact value of our providers. In the event of significant fluctuacion (increase higher than 5%) that has an impact on the prices of services and are measured between the moment of booking and one month before your travel departure, the company may be obligated to update the defined tariff. In this case, the client has the choice between accepting the new proposed rate or rejecting it. In the second case the terms of cancellation by the client apply.

All air and bus fares are subject to change and availability. They will be confirmed on the date the ticket is purchased. All prices for group departures are based on a shared double-occupancy basis. Every single traveller will be matched up with another traveller of the same gender or can pay a

single supplement. All payments made by credit card are subject to an additional fee.

### **ARTICLE 6: CHANGE OF PROGRAM**

The client appreciates and acknowledges that the nature of travel to developing countries requires considerable flexibility and should allow for alternatives. It is understood that the route, schedules, itineraries, amenities and mode of transportation 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 circumstances. If hotels need to be changed they will be replaced by hotels of similar standard. 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 Travel and Healing the client agrees to abide by the authority of the tour leader or representative, who represents the company. If the client chooses not to abide by the decisions made by the company representative, the client will be considered as having left the tour. 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 the company 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 or representative, the client's behaviour 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 for unused

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or missed services or costs incurred resulting from the termination of the travel arrangements.

### **ARTICLE 7: TRAVEL INSURANCE**

Travelling in developing countries (Peru, India, Nepal, etc..) involves some risks, which, for example, could be caused by the road conditions or the distance to the nearest hospital. Therefore, it is mandatory to have travel insurance before the start of the tour and take a copy of your travel insurance with you. In some cases, the client has the possibility of travel insurance via credit card. Please check this before the start of the tour.

### **ARTICLE 8: ACCEPTANCE OF RISK**

Some of the company's itineraries have been designed to provide participants with an exposure to the true nature of the environment visited. They therefore involve an element of personal risk and exposure to danger, which could, among others, result in physical or emotional injury, paralysis, death or damage to the client, his/her property or to third parties. The client understands that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity and therefore assumes the risks as part of the tour. The client accepts that he/she is aware of his/her physical health conditions and in that knowledge, he/she assumes the above-mentioned risks. The participants absolve the company of any and all responsibility linked to any accident or injury that may occur associated with the client's health, physical condition or other.

### **ARTICLE 9: RELEASE OF PHOTOS**

The customer hereby consents and grants permission to Travel and Healing to use photos or videos for the purposes of promoting future Travel and Healing programs. He/She expressly releases Travel

and Healing, its agents, employees, licensees, and assistants from any and all claims which you have or may have for invasion of privacy, defamation, or any other cause of action arising from the use of these photographs and video images. If you would not like your image used on our promotional material, please advise us at the time of booking.

### **ARTICLE 10: AGE LIMITATION**

The company does not accept TREKKING reservations for children under the age of 8 years old and adults over 68 years old. All children under 18 years old must also be accompanied by an adult. Clients older than 60 years must consult the doctor in advance about personal travel plans. Clients over 60 years must arrive in Cusco at least 3 days prior to starting the trek (rather than the usual 2 days). For trekkers over 63 years old we also ask you to bring a letter from your doctor confirming that you are in good condition to participate in the trek. Unfortunately, if you fail to bring a letter from your doctor the company reserves the right to cancel your trek and your deposit cannot be returned. You have the option to meet a local doctor organised by Travel and Healing at your local accommodation for the cost of \$50USD.

### **ARTICLE 10: MEDICAL DISCLOSURE**

People with heart conditions, knee problems, severe asthma or who are more than 18 weeks pregnant should not participate in treks. Please inform us about your medical conditions, so we can provide a safe service for every of our clients. Especially for our spiritual retreat (Ayahuasca, San Pedro) and active trekking experiences it is very important to fill out the medical form and consult the doctor in case the participant is not sure about the health condition.

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*With your payment of deposit the client declares that:*

- He/She is in good mental and physical health condition.
- He/She informs Travel and Healing about every matter concerning his/her mental and physical health condition. He/She will inform the company about any change of condition.
- He/She acknowledges that the obligation to inform about the personal health condition continues from the time of booking until the end of the service. If he/she fails to comply with the duty of disclosure in this condition and if Travel and Healing would not have permitted the client to undertake or continue the tour, Travel and Healing will not be liable for personal injury, death or property damage, loss incurred by the participant or the cancellation and any related expenses.

**For further questions or comments please contact us:**

**Phone Number:** +51 984 388 775

**Mail:** [info@travelandhealing.com](mailto:info@travelandhealing.com)

### **ARTICLE 11: TRAVEL DOCUMENTATION**

The client must be in possession of a valid passport and visas required for the entirety of the journey and the client accepts responsibility for obtaining the above. Any information or advice given by the company on visas, vaccinations, climate, clothing, baggage, special equipment, etc. is given in good faith, but without responsibility on part of the company. For some of the services it is mandatory to provide passport information.

### **ARTICLE 12: FLIGHTS AND LUGGAGE**

Travel and Healing does not assume liability for flight delays, the loss of tickets, strikes or meteorological disturbances. The client bears the costs, which might possibly result from one of the mentioned incidents. The company does not assume liability for the loss or damage of the client's luggage.