

Through these conditions, INCA RAIL, in its capacity as operator; and the CLIENT, in their capacity as passenger (adult or minor, in this case represented by an adult), enter into this public rail contract of carriage for passengers.

#### General Conditions

1. Inca Rail agrees to transport the passenger to their destination with the amenities of the class corresponding to the class of service purchased.
2. Passengers are transported to their destination upon payment of the travel ticket which, as of issuance and acquisition, represents agreement ON THE PART OF EACH PASSENGER to be bound to the terms and conditions herein, and their declaration to accept these conditions unconditionally and without reservation.
3. No agent, operator, representative and/or official, or third person, has the power or the capacity to modify, restrict or extend the terms of this contract.
4. This contract of carriage is subject to Peruvian law, in particular to the rules of the General Railways Regulation, as amended, and related regulations.

#### Booking and ticket purchase

5. To make use of the rail transport service, passengers must present a valid travel ticket, which must meet the following conditions:
  - a. Must be complete, without erasures or tears, legible, and with the boarding pass attached.
  - b. Must not be altered, defaced, or improperly issued, whether modified or falsified.
  - c. The nominal value stated on the ticket must have been fully paid for prior to boarding the train.
6. In general, all children aged between 0 and 12 years old require a ticket for travel. However, adult passengers traveling with children aged 0 to 36 months may request exemption from payment of a ticket for that child provided that they are carried by an adult child passenger for the duration of the journey. To do so, the passenger must show the child's ID card or passport at any of our ticket offices at least one hour before the departure time of the train.  
For security reasons a single adult passenger is permitted to carry only one child aged between 0 and 36 months. If the case of an adult passenger traveling with two children aged between 0 and 36 months, the second child will be assigned a seat and a child fare ticket must therefore be purchased, with only the first child entitled to travel free of cost.
7. Passengers are responsible for verifying the information displayed on their travel ticket to ensure it does not contain errors that cannot be rectified after purchase. Accordingly, passengers are asked to carefully review their tickets and to contact Inca Rail staff immediately should any errors be found.
8. Inca Rail reserves the right to confiscate, at its sole discretion, any ticket that does not meet its conditions of validity as described herein, or which is unduly presented by any person other than the passenger as shown on the ticket.
9. Inca Rail reserves the right to cancel tickets paid by credit card and/or bank transfers in cases where payment is not recognized and the service has not been provided in full.

#### Purchases through our website

10. Under this agreement, the payment processing services for goods and/or services purchased on this website are provided by INCA RAIL EUROPE LIMITED on behalf of INCA RAIL SAC, depending on the type of payment method used for the purchase of the goods and/or services.  
In the event you choose to pay with credit card and the payment will be processed via a European Acquirer, these terms are an agreement between you and INCARAIL EUROPE LIMITED For any other type of purchases, these terms are an agreement between you and INCA RAIL SAC and goods and/or services will be delivered by INCA RAIL SAC directly.
11. After making a purchase, passengers will be e-mailed a receipt of payment by way of confirmation. Passengers must verify the details relating to ticket(s) purchased, purchase amount, and the booking code, and use this voucher to collect their ticket at any of the INCA RAIL sales counters.
12. Tickets purchased can be collected at any of our ticket counters located at Ollantaytambo and Machu Picchu train stations or at our sales office located in the Plaza de Armas, Portal de Panes Street 105, from ten days prior to the date of travel and up to 30 minutes before the departure of the train. To do so, **the holder of the credit card used to make the purchase must present their ID card, the printed voucher purchase, and the credit card itself. Tickets will not be given to third parties.**  
When collecting their tickets, passengers must bring the printed voucher and all relevant details pertaining to the booking.
13. Purchasing through our website does not allow seats to be chosen, so Inca Rail will make every effort to seat together those passengers whose tickets were acquired in a single booking. However, this is strictly on the basis of availability of seats, with no contractual obligation to Inca Rail.
14. Fraudulent, false and/or improperly used bookings are prohibited and will be cancelled. Bookings and/or purchases of this kind correspond to any of the following cases:

- a. Credit card payments not authorized by the cardholder.
- b. Altered tickets, in which the passenger's details are changed in order to obtain a cheaper fare than that to which they are entitled; that is, where an attempt is made to pass off regular adult tickets as child or guide tickets.
- c. Altered tickets, in which the passenger's identity is changed in an attempt to replace the person named on the ticket.

Inca Rail reserves the right to report to any of the situations described above to the competent authorities.

#### **Passenger obligations before and during boarding**

15. Passengers are advised to arrive at the corresponding station well in advance - at least 30 minutes before the scheduled departure time.
16. Adults and minors represented by an adult must present their tickets and the corresponding ID/ passport to board the train.
17. Passengers must only board or disembark from the train when instructed to do so by Inca Rail.
18. Passengers must not board the train drunk or under the influence of drugs, or carrying flammable materials, explosives, weapons or other objects that endanger the crew, or whose size, volume, weight or other characteristics may inconvenience passengers. Inca Rail will not allow individuals in this state or carrying such items to board.
19. Passengers must follow the instructions given by INCA RAIL staff.
20. No smoking is permitted within the carriages or in any public space inside the stations, pursuant to Law 29517, amending Law 29517 28705, which prohibits smoking in indoor and enclosed public places and on and form of public transport. Where breach of this requirement is proven, the offending passenger will be required to pay a penalty of US \$ 1,000.00 (one thousand and 00/100 US dollars) by way of compensation.
21. Inca Rail reserves the right to deny boarding to those people whose health is delicate and unsuited to travelling, as well as women at an advanced stage of pregnancy (at or beyond seven months). Inca Rail will not accept liability for the health or physical condition of any passengers, or for any accidents or problems that may occur as a result of their condition.
22. Passengers wishing to travel with a pet should request this service 48 hours in advance of travel at the offices of Inca Rail, at a cost of US \$ 50.00 per animal. No breeds or species considered dangerous, or animals which behave aggressively towards other passengers during the boarding process, will be allowed on board. Owners will be liable for any damage to the train or harm to passengers caused by their pets.

Individuals with visual impairments who require the use of a trained guide animal may travel with it free of charge.

#### **Release of liability**

23. INCA RAIL assumes no liability or responsibility for any reasonably necessary or inevitable changes, delays, or unscheduled stops that may occur before, during or after the start of the contracted services, or for the results of any actions, omissions or any other events, acts or circumstances arising from:
  - Any reasons not attributable to Inca Rail consisting of an extraordinary, unforeseeable and unstoppable event that prevents the execution of the service.
  - Adverse weather conditions, technical reasons, route conditions or acts of God.
24. In the cases specified in the preceding paragraph, Inca Rail reserves the right to re-route its trains after notifying the client, to substitute the mode of transport medium with an alternative, or to move passengers to a service differing from that purchased in order to complete the passenger transportation service to the point destination. RAIL INCA does not assume any liability for any such changes caused by unforeseen events as described in Clause 23.  
In the event of any of these situations the company promises to refund any applicable price difference but not the entire value of the ticket.
25. The passenger transport service offered by Inca Rail is provided independently and autonomously; therefore, as per Clause 23, INCA RAIL will not be held liable to the customer or third parties for any delays or failure to make connections to ongoing modes of transport, or for any inability to exercise the rights to which passengers may be entitled as part of contracts entered into with hotels, restaurants, travel agencies or any other person or company.
26. Failure on the part of passengers to arrive at the station prior to the train's departure time for any reason will result in the loss of the contracted service, and passengers will not be entitled to any refund, reimbursement, or change of date; therefore, Inca Rail assumes no liability for any failure by passengers to arrive at the station for reasons attributable to them.

#### **Luggage**

27. Passengers are responsible for taking due care of their luggage before boarding and disembarking from the train. Any loss of hand or other luggage in the station or elsewhere outside the train will be the sole responsibility of the passenger, and INCA RAIL will accept no responsibility or liability thereto.
28. INCA RAIL carriages do not have luggage racks on board. Each travel ticket entitles its bearer to board the train with only one piece of hand luggage (backpack, handbag, or briefcase) weighing no more than 08 kg/11lb and with dimensions of no more 62 linear inches/157 linear cm (height + length + width).
29. Inca Rail will not be liable for any loss, theft or damage to valuables inside passenger's luggage

#### **Loss of travel ticket**

30. In case of loss or theft of the original physical travel ticket, INCA RAIL can issue a new copy on request and presentation of ID by the passenger. To this end, the passenger must present their ID at any INCA RAIL ticket counters located at Ollantaytambo

and Machu Picchu train stations. As a condition for issuing a new ticket, the passenger must make this request at least 60 minutes prior to the train's departure or they will lose the contracted service.

#### **Transfer or postponement of travel tickets**

31. Passengers may transfer their travel ticket to another duly identified individual or postpone their trip, provided that they request this change no less than twenty-four (24) hours in advance of the travel time and date. To do so, they must go to the INCA RAIL sales office located in Portal de Panes, Plaza de Armas, Cusco, within the established opening hours, and present the original ticket or receipt of payment. The transfer process must be carried out in person; the original passenger is required to sign a credit note prior to proceeding with the cancellation of the ticket and the issuance of a new one bearing the new passenger name or date of travel. The expenses incurred in the reimbursement process, equivalent to 10% of the ticket's face value, will be borne in full by the passenger.

In the event that the ticket has been acquired through a travel agency or another business, the cancellation of the original ticket must be requested by the company in question. To this end, a representative thereof is required to go to our office to sign and stamp the credit note within the period established above.

#### **Service cancellation by passengers**

32. Passengers may request cancellation of service usage no less than twenty-four (24) hours in advance of the travel time and date. To this end, they must go to the INCA RAIL sales office located in Portal de Panes, Plaza de Armas, Cusco, within the established opening hours and present the original ticket or receipt of payment. This process must be carried out in person; the passenger is required to sign a credit note prior to proceeding with the refund of the amount paid via the same method as that originally used for payment: either in cash or through payment to a credit card account. The expenses incurred in the reimbursement process, equivalent to 10% of the ticket's face value, will be borne in full by the passenger.

In the event that the ticket has been acquired through a travel agency or another business, the cancellation of the original ticket must be requested by the company in question. To this end, a representative thereof is required to go to our office to sign and stamp the credit note within the period established above. In these cases, payment will be refunded through cash transfer or non-negotiable cheque bearing the same company name as that stated on the ticket. Cash refunds will not be made under any circumstances.

#### **Privacy Policy**

33. All customer information is kept confidential, stored, transferred and received securely through a reliable data encryption system.

34. Inca Rail website uses cookies, tracking pixels and related technologies. Cookies are small data files that are served by our platform and stored on your device. Our site uses cookies dropped by us or third parties for a variety of purposes including to operate and personalize the website. Also, cookies may also be used to track how you use the site to target ads to you on other websites.