

# INCARAIL

## Terms and Conditions

27.09.18

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.

### 1. GENERAL CONDITIONS

- Inca Rail agrees to transport the passenger to their destination with the amenities of the class corresponding to the class of service purchased.
- 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.
- 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.
- This contract of carriage is subject to Peruvian law, in particular to the rules of the General Railways Regulation, as amended, and related regulations.

### 2. BOOKING AND TICKET PURCHASE

- To make use of the rail transport service, passengers must present a valid travel ticket, which must meet the following conditions:
  - Must be complete, without erasures or tears, legible, and with the boarding pass attached.
  - Must not be altered, defaced, or improperly issued, whether modified or falsified.
  - The nominal value stated on the ticket must have been fully paid for prior to boarding the train.
- 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.

- 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.
- 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.
- 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.

### **3. PURCHASES THROUGH OUR WEBSITE**

- 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 (DALTON HOUSE, 60 WINDSOR AVENUE, LONDON, ENGLAND, SW19 2RR, Phone EU: 800-007-930). 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.
- 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.
- 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.
- 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.

- 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:
  - Credit card payments not authorized by the cardholder.
  - 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.
  - 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.

#### **4. PASSENGER OBLIGATIONS BEFORE AND DURING BOARDING**

- Passengers are advised to arrive at the corresponding station well in advance - at least 30 minutes before the scheduled departure time.
- Adults and minors represented by an adult must present their tickets and the corresponding ID/ passport to board the train.
- Passengers must only board or disembark from the train when instructed to do so by Inca Rail.
- 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.
- Passengers must follow the instructions given by INCA RAIL staff.
- 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.
- 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.

- 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.

## **5. RELEASE OF LIABILITY**

- 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.
- 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.
- 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.
- 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.

## **6. LUGGAGE**

- 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.
- 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).
- Inca Rail will not be liable for any loss, theft or damage to valuables inside passenger's luggage

## **7. CUSTODY SERVICE**

Inca Rail offers the Baggage Custody Service to train service users. The user accepts the terms and conditions of our Baggage Custody Service. When delivering the luggage in custody to Inca Rail the user declares that he/she is the owner of the baggage provided. Likewise, when delivering the baggage, the user declares that he/she has read and accepted the terms and conditions contained in this document, as well as those contained in our commercial terms and conditions (the ones that are further described in our website: [www.incarail.com](http://www.incarail.com))

### **7.1. DEFINITIONS**

Meaning of the terms used in this contract:

- Custody Service: refers to the baggage custody service offered by Inca Rail to the user.
- Inca Rail: Is the Custody Service provider.
- User: Is the beneficiary of the Custody Service provided by Inca Rail.

### **7.2. DESCRIPTION OF THE SERVICE**

The Baggage Custody Service consists in storing and safeguarding in our warehouses the luggage of the User. This service will be rendered only and exclusively during the time of the User's journey to Machu Picchu Pueblo and return to the town of Ollantaytambo, and for a period of no more than thirty (30) calendar days from the date of delivery proposed by the User for his/her luggage/packages.

### **7.3. LUGGAGE ACCEPTED BY INCA RAIL**

When leaving the luggage/packages, the User must declare the contents of each baggage.

The User declares to know and accept that he/she will not leave in custody baggage which content is prohibited according to the provisions of section 5 of this document.

The Custody Service of Inca Rail will only accept up to (indicate the number in digits) (indicate the number in letters) of baggage per User. In addition, each of the User's baggage must comply with the following maximum dimensions (high + width + long).

Each baggage must have a lock (or security mechanism) that prevents it to be opened by a person other than the User.

It is INCA RAIL's right, at its sole discretion, not to accept a baggage if it verifies that it does not comply with the conditions contained in this document.

In addition, INCA RAIL may request the User to open his/her baggage in order to verify compliance with the conditions contained in this document.

#### **7.4. BAGGAGE NOT ADMITTED FOR CUSTODY**

The following items will not be accepted for the Custody Service:

- Baggage containing flammable or perishable materials, exhaling odors or that may cause deterioration of the infrastructure or damage to other baggage/packages deposited.
- Money, jewelry, precious metals, business samples or documents and objects with a joint value greater than US\$ 100.00 (One Hundred Dollars of the United States of America).
- Baggage in bad condition may be rejected.

#### **7.5. OPENING HOURS**

The opening hours is from Monday to Sunday, from 06:00 hours to 00:00 hours.

#### **7.6. STAFF IN CHARGE OF THE CUSTODY SERVICE**

The Baggage Custody Service is managed by Inca Rail staff.

The staff is obliged to comply with and enforce the rules related to the exercise of the Baggage Custody Service.

The staff is prevented from collecting charges corresponding to the Custody Service.

#### **7.7. ACCESS TO THE LOCATION OF THE CUSTODY SERVICE**

For safety issues, unauthorized staff is not allowed to enter the place where the Custody Service is provided.

Only the Police or State or Local security bodies may enter, as long as the request is motivated in writing and for security reasons.

### **7.8. RECEPTION AND DELIVERY OF BAGGAGES**

At the time of reception of the baggage, the collaborator will comply with the following steps:

- The person in charge of the Custody Service shall request the travel ticket to the User to verify if he/she is a user of our train service.
- The person in charge of the Custody Service shall enter the No. of ticket in the system and User data.
- The person in charge of the Custody Service will enter the No. of pieces left in charge of the custody of Inca Rail.
- The system will print for each baggage, two (2) stickers that will have the same number and information.
- The first sticker shall be stuck to the baggage.
- The baggage must have a lock; otherwise, a security seal shall be use.
- The second baggage will be delivered to the User so he/she may pick up the baggage and the number of the security seal will be placed.
- The date of delivery of the baggage according to the system.

At the time of delivery of the baggage, the collaborator shall comply with the following steps:

- The person in charge of the Custody Service shall request the sticker of the baggage delivered by Inca Rail for its collection.
- The return shall be made according to the number and stickers placed on each of the baggage.
- The User shall give the conformity of the reception of the baggage, checking its content.

The User states that once his/her baggage withdraws from the Custody Service must be according to the conditions of said service.

### **7.9. IN CASE OF LOSS OF THE TICKET FOR THE DELIVERY OF THE BAGGAGE**

- The User shall present a copy of the passport and copy of the tickets to search in the system the record of the baggage.
- Shall state a record of the baggage.

#### **7.10. LIABILITY**

Inca Rail is not responsible for any damage and normal wear of the baggage entered in the Custody service.

Inca Rail shall not be liable for damages or loses, force majeure causes and/or natural event such as, for example, earthquakes, flood, etc.

In addition, in case of loss, Inca Rail shall not be liable for content not declared by the user and/or that does not complies with the provisions contained in this document.

#### **7.11. UNCOLLECTED BAGGAGE**

After thirty (30) calendar days from the date of delivery proposed by the User, unclaimed baggage shall be understood as abandoned.

In that sense, the User declares that once the term described in the preceding clause has passed, it authorizes Inca Rail to proceed with the sale and/or destruction and/or retention of the baggage and their contents. The User declares to be aware of the scope of this clause, reason why he waives any right to reimbursement or compensation for the same.

### **8. LOSS OF TRAVEL TICKET**

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.

### **9. TRANSFER OR POSTPONEMENT OF TRAVEL TICKETS**

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.

## 10. SERVICE CANCELLATION BY PASSENGERS

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.

## 11. LATAM PASS

- LATAM Pass Miles. accumulation valid from May 1st , 2018 until April 30th , 2019.
- Not valid for purchases by travel agencies.
- LATAM Pass members earn LATAM Pass Miles per one (1) dollar spent in tickets according to the following:

	Train	Route	Departure	Arrival	LATAM Miles earned for each dolar	Pass for each
OUTWARDS	61 (P)	Poroy - Machu Picchu	5:55	8:48	1	
	61 (O)	Ollantaytambo - Machu Picchu	7:22	8:48	1	
	41 (O)	Ollantaytambo - Machu Picchu	6:40	8:01	1	
	43 (P)	Poroy - Machu Picchu	9:28	12:41	3*	

	Train	Route	Departure	Arrival	LATAM Miles earned for each dolar	Pass
	43 (O)	Ollantaytambo - Machu Picchu	11:15	12:41	3*	
	43 (O)	Ollantaytambo - Machu Picchu	11:15	12:41	2	
	63 (O)	Ollantaytambo - Machu Picchu	11:30	13:06	2	
	65 (O)	Ollantaytambo - Machu Picchu	12:36	14:00	2	
	45 (O)	Ollantaytambo - Machu Picchu	16:36	18:09	1	
	67 (O)	Ollantaytambo - Machu Picchu	19:27	21:09	1	
RETURNS	42 (O)	Machu Picchu - Ollantaytambo	8:30	10:10	2	
	62 (O)	Machu Picchu - Ollantaytambo	10:32	12:12	2	
	44 (O)	Machu Picchu - Ollantaytambo	14:30	15:56	1	
	64 (P)	Machu Picchu - Poroy	16:12	19:39	1	
	64 (O)	Machu Picchu - Ollantaytambo	16:12	17:50	1	
	46 (P)	Machu Picchu - Poroy	19:00	22:35	3*	
	46 (O)	Machu Picchu - Ollantaytambo	19:00	20:41	3*	
	46 (O)	Machu Picchu - Ollantaytambo	19:00	20:41	1	
	66 (O)	Machu Picchu - Ollantaytambo	20:20	21:59	1	
	68 (O)	Machu Picchu - Ollantaytambo	21:30	22:54	2	

(\*) First class service

- LATAM Pass Miles accreditation is only available for LATAM Pass members. For those who aren't members, they can subscribe to the program at: [https://www.latam.com/es\\_pe/apps/personas/customerportal/](https://www.latam.com/es_pe/apps/personas/customerportal/), until the last day of the month in which they traveled.
- LATAM Pass Miles shall be credited to the member's account within 60 calendar days after the day of travel.

- In the case the earned miles are not credited in your account, you'll be entitled to request the accumulation within 180 days after the day you travel, for which you shall send the payment voucher scanned to: [lvillanueva@incarail.com](mailto:lvillanueva@incarail.com)
- The means of payment available shall be established by Inca Rail previously announced, except for credit notes.
- The benefit only applies for LATAM Pass members providing their member number and ID number to which he/she was enrolled to the LATAM Pass program at the moment of the purchase.
- It is not valid for corporate sales.
- The LATAM Pass Miles credit shall be granted to the card holder who did the train tickets purchase.
- The accumulation, exchange, use and other applicable conditions to the LATAM Pass Miles are ruled by the LATAM Pass regulation published at [https://www.latam.com/es\\_pe/latam-pass/](https://www.latam.com/es_pe/latam-pass/)
- For more information, please contact the central 51-084-581860 or visit our webpage [www.incarail.com](http://www.incarail.com)

## 12. THE 360° MACHU PICCHU TRAIN PROMOTION

Train	Class	Route	Departure	Arrival	Round Trip (USD)	One way (outward or return) (USD)
61	The Machu Picchu Train	360° Ollantaytambo - Machu Picchu	7:22	8:48	75	75
62	The Machu Picchu Train	360° Machu Picchu - Ollantaytambo	10:32	12:12	70	75
65	The Machu Picchu Train	360° Ollantaytambo - Machu Picchu	12:36	14:00	75	75

- Purchase date (dd/mm/yy) : 15/05/18 to 30/06/18.
- Travel date (dd/mm/yy): 15/05/18 to 30/06/18.
- Travel date (dd/mm/yy): 11/04/18 to 06/05/18.
- Fare per route and person, taxes included.
- Changes and refunds are allowed according to the general terms and conditions published on our website ([www.incarail.com](http://www.incarail.com)).

- Does not apply for children fares.
- Subject to seats availability.

\* Schedule 64, in April the service provided will be the Bimodal from Machu Picchu to the Hotel Costal del Sol in Cusco, train from Machu Picchu to Ollantaytambo and bus from Ollantaytambo to Cusco. In May the route will be from Machu Picchu to Poroy and only by train.

### **13. ADDITIONAL SERVICES**

This document contains the general terms and conditions of the Additional Services provided by companies other than Inca Rail. The terms contained in this document are referential; therefore, it is advisable to consult the web pages for services provided by such suppliers and institutions or contact them directly. Inca Rail shall not be responsible for the trading terms provided by the administrators of the contracted services.

#### **13.1. ENTRANCE TO THE INCA CITY OF MACHU PICCHU**

Terms and conditions for entering the Inca City of Machu Picchu

##### 13.1.1 Supplementary measures for entering the Inca City of Machu Picchu

- The tour to the Inca City of Machu Picchu must be organized in a maximum time of 4 hours from the visitors' entrance. This applies for both established shifts: from 6:00 a.m. to 12:00 a.m. and from 12:00 a.m. to 5:30 p.m. according to Section 16 of the Regulations on Sustainable Use and Tourist Visit for the Conservation of the Llaqta or Inca City of Machu Picchu (hereinafter the Regulations).
- The purpose is to promote tourist visits in the afternoon shift as it offers better visiting conditions and more comfortable tours in any of the 3 circuits. Visitors can also take advantage of the reduced afternoon rate from 1:00 pm according to MR No. 030-2016-MC.
- Visitors in the first shift entering between 10:00 a.m. and 12:00 a.m. will take the regular 4-hour tour from their entrance.
- Groups and visitors in the second shift entering at 12:00 a.m. may enter up to one hour before, from 11:00 a.m. It must be noted that this benefit does not apply for the afternoon rate which starts at 1:00 p.m. The maximum number of visitors for the second shift in the evening schedule is 2,673.
- Reiterate that visitors must enter the Inca city accompanied by a tourist guide according to Section 17.1 of the Regulations. Such tourist guide

must accompany tourists from the beginning to the end of any of the 3 circuits for a minimum tour period of 2 hours and 30 minutes. Also reiterate the rules of Section 18 of the Regulations, stating that tours must be previously organized avoiding disruptions at the entrance of the Inca City.

- Tourists who intend to take the tour on the same day in the first and second shift will have to make the corresponding payment provided there is available capacity. The tourist guide service for the second entry is optional.
- Reiterate that during the tour in Machu Picchu, re-entry to the Inca city is not allowed except for force majeure reasons in accordance with Section 16 of the Regulations.

### 13.1.2 Ticket Refund Policies

Only if the Regional Directorate of Culture cancels the entry to the archaeological sites, the ticket holder and/or travel agent shall have the right to demand a refund of the paid fee to the Regional Directorate of Culture. Such refund will be made, solely and necessarily, upon submission of the original ticket and according to the provisions issued for the particular scenario, as it is a requirement to start the procedure. In the event that the user is unable to tour the citadel due to health reasons or strikes in the regional jurisdiction, the DRC-C will allow changing the name and date with a penalty of 10% of the entrance ticket. In the event that THE CLIENT requests changing the name and date for other reasons not referred to in this document, the change will be made prior application of the penalty in the following terms:

- 30% penalty if the request is submitted 24 hours in advance.
- 25% penalty if the request is submitted 48 hours in advance.
- 10% penalty if the request is submitted 72 hours in advance.

Users who miss the tour to the archaeological site and fail to timely communicate this or start the respective paperwork will lose the right to the entrance ticket and no refund by the DRC-C will apply.

### 13.1.3 Sale of tickets for students and school students

Sale of tickets to enter Machu Picchu for students, shall only be made on site in the reservations offices located in Garcilaso S/N and in calle Maruri 340 del Centro Histórico del Cusco, as well as in the reservations office of Centro Cultural de Machupicchu Pueblo upon presentation of university ID in case of national students or the endorsement of student granted by the Embassy or Peruvian Council in their country of origin and/or by the Superintendencia Nacional de Migraciones (National Superintendence of Migrations) for foreign students.

Tickets for students are not sold online in order to avoid falsification of personal information, as per the Dirección Desconcentrada de Cultura de Cusco (Devolved Delegation of Culture of Cusco).  
For:

- Foreign students and CAN\*: Presentation of student visa granted by the Embassy or Peruvian Council in their country of residence and/or by the National Superintendence of Migrations as established by articles 27, 28.4 and 29.2 section c of Legislative Decree No. 1350 published on January 07, 2017 in the official newspaper El Peruano
- Peruvian students: Presentation of university ID (pre graduate – Superintendencia Nacional de Educación – (National Superintendence of Education)) or from pedagogic and technological institutes in force (recorded in the Ministerio de Educación (Ministry of Education)).

\* CAN: Andean Community (Bolivia, Colombia and Ecuador).

\*\* The ISIC card is not an admissible document.

There are three means of getting a ticket as Student and School student:

Through an authorized travel agency, the list can be found in the following web [www.machupicchu.gob.pe](http://www.machupicchu.gob.pe), click in CONSULTAS (QUERIES), in the inferior part you will find the AGENCIAS (AGENCIES) option. In Cusco through the offices located in calle Garcilaso S/N - Museo Histórico Regional and calle Maruri 340 from Monday through Saturday from 07:00 until 19:30 hrs. (but holidays). Once the ticket is acquired no refunds are allowed, so that, information and date of entrance shall be well reviewed before making any payment; likewise, the ticket is only valid for the date indicated in the reservation.

### **13.2. BUS TICKETS TO THE MACHU PICCHU INCA CITADEL**

Terms and conditions of the travel service provided by CONSETUR MACHUPICCHU S.A.C.:

#### 13.2.1 Ticket purchase and boarding

- When purchasing a travel ticket, the passenger states to be in agreement with the transport and service conditions indicated and will have no right to any claim.
- No carrier or third parties have the authorization to modify, limit or extend the terms and conditions.
- Tickets are personal and non-transferable.

- All clients boarding the bus are required to produce an identity document (DNI), passport or immigration card, as the case may be.
- The company reserves the right to check tickets when boarding the bus.
- Passengers submitting tickets with different identity card information will not be allowed on board and such ticket will be automatically cancelled. A new ticket will be needed to be able to board and continue the trip.
- If no identity document is produced during ticket checking, passengers will not be allowed to board the bus and will have no right to a refund.
- CONSETTUR MACHUPICCHU reserves the right to refuse to offer the service to people in delicate health needing special care and heavily pregnant women. The company shall not be responsible for accidents that such passengers may suffer.
- As stated in the travel ticket, passengers are allowed to take hand luggage on board (bag or backpack) weighing no more than 5 kilos or 11 pounds.
- The company shall not be responsible for loss of hand luggage and other items in the bus lounge as this is the sole responsibility of passengers.
- Tickets issued will be valid for 3 days from the date of travel.
- If the bus has already departed and the passenger needs to get off for some reason, the ticket will not be refunded. Such passengers must buy another ticket to be able to board the next bus.

### 13.2.2 Service Restrictions

- People who are under the influence of alcohol, drugs or other narcotics.
- People carrying firearms, flammable substances or any other element that represents a danger to the safety of passengers and/or their luggage.
- Animals transported by any means with the exception of guide dogs.

### 13.2.3 Changing personal information, passport and date

Changes will be accepted free of administrative charges only 48 hours prior to departure. It should be noted that requests for changes after that time limit will not be accepted.

Changes in dates are subject to the following conditions:

- Strikes or stoppages affecting and preventing transportation means to reach their destination.
- In case of illness, upon submission of a medical certificate stating that the passenger is unable to travel.
- Weather conditions preventing the provision of transportation services (avalanches, landslides).

#### 13.2.4 Refunds

There are no refunds.

#### 13.2.5 Fares

- Infants under 4 years 11 months of age may travel without a ticket and without the right to occupy a seat. This applies to foreign and national passengers.
- Children with more than 4 years and 11 months of age will pay a child fare which applies up to 11 years 11 months of age. This applies to foreign and national passengers.
- Children with more than 12 years of age will pay the student fare which applies up to 17 years and 11 months of age. This only applies to national passengers.
- National students must submit a valid student card (from national universities and institutes) or national students with an international student identity card (ISIC). his applies up to 28 years of age.
- Reservations expire 24 hours before the date of service.

**(We do not offer fares for foreign students, only children and adults.)**

#### 13.2.6 Special conditions

In case of loss of the physical ticket, CONSETTUR MACHUPICCHU S.A.C. may issue a new one. Otherwise, it can be reprinted via the web page by inserting the requested information.

#### 13.2.7 Release of liabilities

The departure of buses is subject to changes due to weather and road conditions likely to harm the physical integrity of our users.

#### 13.2.8 Claims



At the time of ticket purchase, check the accuracy of the requested information. Once the ticket is received, clients will not be entitled to any claim.

#### 13.2.9 Applicable Law

In the case of legal claim, the passengers expressly waive their own jurisdiction and submit to the jurisdiction of the judges of the court of Cusco - Peru.

### **13.3. GUIDED SERVICE**

Terms and conditions of the guided service provided by PERU AUDIO TOURS S.A., hereinafter "PERU SIGHTSEEING".

#### 13.3.1 Applicable Law

- The service shall be provided by qualified staff, duly recruited and trained.
- INCA RAIL passengers' reception is in the Aguas Calientes Trains Station, from their arrival to Machu Picchu, in the designated location by INCA RAIL's staff, making sure passengers receive the instructions, required assistance and relevant recommendations before boarding the bus to Machu Picchu, to do their scheduled activities without setbacks until their arrival to Cusco. The services to passengers include the following:
  - Reception and briefing by PERU SIGHTSEEING in the Aguas Calientes Station.
  - If necessary, passengers' luggage transfers to their hotels or to the PERU SIGHTSEEING office.
  - Presentation of assigned guide to the group.
  - Provision of wireless audio equipment in all services whether shared or in private (only applies for parties of 5 or more), in order to facilitate communication as well providing greater comfort and better customer service.
  - Verification of entrance tickets to Machu Picchu by the guide in charge.
  - Information and assistance in transportation of passengers to restaurants, hotels, and boarding to return to Cusco.

#### 13.3.2 Cancellations

Cancellations may be received 48 hours before the service, there is no cost for cancellation, after that date cancellations are not allowed and it shall be considered as “no show”.

#### **14. PRIVACY POLICY**

- Data collected within the website will be object of automated treatment and included in the corresponding databases in which Inca Rail S.A identified with RUC No. 20515164945, domiciled in Av. Augusto Perez Aranibar N° 1872 San Isidro, Lima is the holder and responsible.
- When the user visits our webpage, IR automatically receives the IP address which is exclusively for internal purposes, such as web access statistics. We use our own and third parties cookies to improve our services and show publicity related to your preferences through the analysis of your navigation habits. If you use our website, we consider that you are accepting its use. The user has the possibility to set its browser to be advised in the cookies reception screen and to prevent the installation of cookies in the hard drive.
- By attending the described purposes, Inca Rail will be able to transfer its data to (i) related companies or linked to Inca Rail; (ii) advertising agencies, event organizers, promotions and/or any other marketing activity; (iii) companies promoting any type of informatics services; and (iv) companies operating their Customer Service Center.
- By facilitating your data to the website, you are letting us know that you are consciously and voluntarily providing such information to be included to Inca Rail`s database and transferred to the indicated companies. This data will be stored for an indefinite period and will be exclusively used for the purposes described.
- You could exercise the rights the current legislation, in terms of personal information protection, grants you (access, update, inclusion, rectification, suppression) by sending an email to [aramirez@incarail.com](mailto:aramirez@incarail.com) with the subjects: Personal information.

## 15. CYBER DAYS

Train	Class	Route	Frequency	Round trip			One way (outward)		One way (outward)
				July (USD)	August (USD)	September (USD)	July (USD)	August (USD)	September (USD)
43*	The Voyager	Machu Picchu - Ollantaytambo	43	55	50	50	60	55	55
61	The 360°	Ollantaytambo - Machu Picchu	61	70	70	55	75	75	60
62	The 360°	Machu Picchu - Ollantaytambo	62	55	55	55	60	60	60
68*	The Voyager	Machu Picchu - Ollantaytambo	68	40	35	33	45	40	38
43	The First Class	Ollantaytambo - Machu Picchu	43	120	120	120	125	125	125
46	The First Class	Machu Picchu - Ollantaytambo	46	120	120	120	125	125	125

- Purchase dates: July 16th, 17th and 18th 2018.
- Travel date: From July 17th to September 30th, 2018.
- Rates include taxes.
- Promotional rate per person.
- Subject to availability
- Promotional rates do not apply to children or guides.
- Only for online purchases
- Changes and refunds are allowed according to the general terms and conditions published on our website [www.incarail.com/conditions](http://www.incarail.com/conditions)

- (\*)The round-trip promotion for 83 dollars corresponds to the following schedule for august:
  - Departure from Ollantaytambo at 11:15 am on the 43 train, arriving to Machu Picchu Pueblo at 12:41 (USD 50)
  - Return from Machu Picchu Pueblo at 21:30 on the 68 train, arriving to Ollantaytambo at 22:54 (USD33)
- If you have any doubts please contact us via live chat or ontact center 084 581860