

MONTAVIA TRAVEL Terms and Conditions

By booking, paying, or traveling with **Montavia Travel**, you agree to these Terms. If you book for other people, you must share these conditions with them.

1. Who we are A travel agency based in Peru , Singapore, Sri Lanka ,India . We offer tours in **Peru (Cusco, Machu Picchu, etc.)**, international trips (**Japan, Sri Lanka, India, Bolivia, Chile , Singapore**), and **domestic flights** only when expressly **included** in a **package**. We **do not** sell standalone air tickets or international flights unless stated in writing.
2. Third party providers Hotels, airlines, transport companies, guides, restaurants, and other providers are independent businesses responsible for their own services and conditions. You must follow their terms.
3. Bookings A quote is not a booking. A booking is confirmed only when we accept the request, receive the required payment, providers confirm the service, and we issue a written confirmation. Prices and availability may change until then.
4. Prices The final price is the one on the confirmation or invoice. Unless stated otherwise, it does not include international flights, travel insurance, visas, personal expenses, meals not specified, optional activities, excess baggage, tips, or new government taxes.

5. **Payments** The payment schedule is shown in your quote or invoice. Late payment may result in cancellation of the booking and loss of amounts paid, according to applicable policies.
6. **Special requests** Dietary needs, room preferences, accessibility, etc. are passed on to the provider, but are not guaranteed unless confirmed in writing.
7. **Changes requested by the client** Subject to availability and provider conditions. May result in extra fees or loss of non refundable services. Name changes are usually treated as a cancellation plus a new booking.
8. **Cancellation by the client** Fees depend on the cancellation policy, the provider, the cancellation date, and whether the service is refundable. Choosing not to travel does not automatically entitle you to a refund.
9. **Provider changes or cancellations** If a provider changes or cancels a service due to operational, weather, or force majeure reasons, we will inform you and assist according to the provider's terms. We cannot guarantee a refund or replacement unless required by law or contract.
10. **Flights included in Peru packages** When a package includes a domestic flight (for example Lima to Cusco), the airline is responsible for operating it, the airline's own conditions apply (baggage, schedules, check in), and Montavia is not responsible for the airline's operational decisions. International flights not included in the package remain the traveler's responsibility.

11. **Travel documents** You are responsible for your passport, visas, permits, and health or immigration requirements based on your nationality and destination. You must confirm official requirements before traveling. Not having proper documents does not entitle you to a refund.
12. **Travel insurance** Strongly recommended for every trip. It can cover medical expenses, cancellations, lost baggage, delays, and evacuation. Review exclusions before purchasing. Montavia is not an insurance provider.
13. **Health and safety** Some tours involve altitude, physical effort, uneven terrain, and variable weather. Consult a doctor if needed. You must follow safety instructions from guides and providers, and participation may be denied if there is a safety risk.
14. **Itinerary changes** Routes, hotels, schedules, or activities may change due to weather, closures, strikes, safety issues, or other causes beyond our control. We will look for a comparable alternative when possible.
15. **Force majeure** We are not liable for failures caused by events beyond our reasonable control, such as natural disasters, pandemics, war, strikes, border closures, or provider failures. Your rights in these cases are governed by applicable law and provider terms.

16. **Traveler responsibilities** You must provide accurate information, pay on time, arrive on time at meeting points, follow instructions, respect local laws, culture, and the environment, and take reasonable care of your belongings. You may be responsible for costs caused by your own errors or non compliance.
17. **Personal belongings** You are responsible for your personal items. We are not liable for loss, theft, or damage beyond our reasonable control. Travel insurance is recommended.
18. **Complaints** Report any issue as soon as possible, to us and or the provider, including your booking reference, name, service, date, description, and supporting evidence such as photos or documents if relevant. This does not limit your legal rights.
19. **Consumer protection** We comply with applicable consumer protection laws, including Peru's General Tourism Law. No non waivable legal right is excluded by these Terms.
20. **Privacy and personal data** We collect only the data needed to manage your booking, such as name, contact details, passport or ID information, and itinerary details, and keep it only as long as necessary. We do not store full card numbers or CVV codes; online payments are processed by the relevant payment provider. We do not sell browsing data or build advertising profiles. We use Sucuri for website security. We comply with Peru's Law No. 29733 and Supreme Decree No. 016 2024 JUS. More detail is available in our separate Privacy Policy.

21. Website use Prohibited actions include fraudulent bookings, false information, hacking, malware, unauthorized scraping, impersonation, or illegal use. We may restrict access if necessary.
22. Intellectual property Text, photos, logos, designs, and itineraries belong to Montavia Travel or relevant third parties. They may not be copied or reused without written permission.
23. Third party websites Links to other sites are for reference only. We do not control or take responsibility for their content or policies.
24. Accuracy of information We work to keep information accurate, but it may change due to external factors. If there is a conflict, the confirmed booking document prevails.
25. Advertising Offers and promotions are subject to their own conditions. Any claim about awards or recognition must be backed by verifiable facts.
26. Limitation of liability We are not liable for failures solely caused by independent providers, such as flight delays, hotel issues, or cancellations, when we have acted with due care. This does not exclude liability that cannot be excluded by law.
27. Governing law The laws of the place where Montavia Travel operates apply, and for bookings in Peru, Peruvian tourism and consumer protection law applies. Your legal right to file a claim with the relevant authority is not affected.

28. Regulatory compliance We operate under applicable tourism, consumer protection, data privacy, advertising, and e commerce laws. These Terms may be updated if regulations change.
29. Changes to these Terms We may update these Terms. The current version will be posted on the website with its update date. Changes do not retroactively affect already confirmed bookings unless required by law.
30. Severability If any clause is found invalid, the rest of these Terms remain valid.
31. Entire agreement These Terms, together with the quote, invoice, confirmation, itinerary, and provider conditions, form the full agreement for your booking.
- Contact Montavia Travel Legal name:
 - INSERT Tax ID:
 - INSERT Address: INSERT,
 - Peru Email:
 - INSERT Phone or WhatsApp:
 - INSERT Website:
 - INSERT MINCETUR registration:
 - INSERT IF APPLICABLE

By booking, you confirm that you have read these Terms, reviewed your itinerary and inclusions, understand what is and is not included, know that international flights are not sold separately, understand the conditions for included domestic flights, know the change and cancellation policies, are responsible for your travel documents, were advised about travel insurance, and agree to comply with these Terms and provider terms.

Montavia Travel. Travel in Peru and Beyond.