

365 DELUXE

LEGAL FRAMEWORK & OPERATIONS

TERMS & CONDITIONS & PAYMENT POLICIES

Welcome to 365 Deluxe (accessible via www.365deluxe.net). These Terms and Conditions govern the booking of our luxury travel services and personalized itineraries across Peru. By reserving a journey with us, you explicitly agree to the following contractual policies, which strictly comply with the current regulations of the Ministry of Foreign Trade and Tourism of Peru (MINCETUR) under Article 22 of the Supreme Decree regulating travel agencies.

1. BOOKING AND PAYMENT POLICIES

To guarantee your custom-crafted luxury travel itinerary and authorize 365 Deluxe to secure third-party operational bookings, the following financial conditions apply mandatory:

- **Initial Deposit:** A non-refundable deposit of 50% of the total trip cost is required immediately at the time of booking confirmation. This deposit allows our operations team to secure restricted government permits (such as the Inca Trail), entrance tickets to tourist sites, domestic airline tickets, train frequencies, and highly demanded hotel accommodations.
- **Final Payment Balance:** The remaining balance of 50% must be paid in full 30 days prior to your scheduled arrival date in Peru. Failure to settle the balance within this timeframe may result in automatic itinerary cancellation and forfeiture of the initial deposit.
- **Secure Payment Methods:** We accept global credit/debit card transactions processed through our encrypted, cloud-based secure payment gateways. Direct bank wire transfers to our official corporate accounts are also accepted. All web payment interfaces are backed by active SSL (Secure Sockets Layer) digital protection certificates.

2. CANCELLATION AND REIMBURSEMENT POLICIES

Any request to cancel an approved itinerary must be submitted exclusively in writing via email by the primary contract holder. Due to the strict reservation, prepayment, and non-refundable booking conditions imposed by luxury providers in Peru, the following penalty structure enforces scales based on notice timing:

- **Cancellations requested 60 days or more prior to arrival:** The initial 50% deposit is retained by the agency to cover administrative overhead and prepaid booking losses. Any additional funds previously settled towards the final balance will be fully refunded.
- **Cancellations requested between 59 and 30 days prior to arrival:** A cancellation penalty equivalent to 50% of the entire package cost will be permanently charged. Any surplus amount will be returned to the client.

- **Cancellations requested 29 days or less prior to arrival (or No-Show):** A 100% cancellation fee applies. No refunds, partial credits, or itinerary component transfers will be processed under any circumstance.

3. ITINERARY MODIFICATIONS AND FORCE MAJEURE

- **Unused On-Site Services:** No partial refunds or monetary credits will be extended for any missed or unused services during the trip execution, including but not limited to hotel nights, transport transfers, domestic flights, culinary experiences, or guided excursions.
- **Force Majeure Protocols:** 365 Deluxe operates strictly as an upscale intermediary agent between luxury travelers and local suppliers. In the event of unforeseen climate anomalies, natural disasters, national strikes, public blockades, or sudden regulatory shifts introduced by local Peruvian authorities (such as SERNANP or the Ministry of Culture), 365 Deluxe will exert maximum effort to safely reschedule or alter alternative routes. However, any unexpected additional expenses derived from these third-party disruptions remain the absolute responsibility of the passenger. The purchase of a comprehensive international premium travel insurance policy is highly mandatory.

4. REGULATORY DOCUMENTATION AND PASSENGER RESPONSIBILITIES

- **Passports, Visas, and Immigration:** It is the exclusive responsibility of the traveler to verify and hold an active passport valid for at least 6 months from their official date of entry into Peru. Foreign visitors must ensure their migration card registration is completed correctly at border control to comply with tax-exempt hotel stay regulations.
- **Health and Altitude Mitigation:** Travelers are strongly encouraged to seek professional medical advice regarding high-altitude acclimatization prior to departing for regions exceeding 2,500 meters (such as Cusco, Sacred Valley, and Puno). Passengers bear full liability for their physical capacity regarding trek requirements.

5. CHILD PROTECTION & LEGAL COMPLIANCE (ESNNA NOTICE)

MINCETUR REGULATORY STANDARD: In rigorous compliance with Peruvian National Law N° 30802 and global framework instructions issued by MINCETUR, 365 Deluxe strictly enforces a zero-tolerance policy regarding the Commercial Sexual Exploitation of Children and Adolescents (ESNNA) within the scope of all traveling and hospitality services. Any violation or suspected attempt encountered during operations will be instantly reported to judicial authorities and police departments for criminal prosecution.

AUTHORIZED AGENCY LEGAL DIRECTORY REFERENCE

This document constitutes an integral part of the service provision contract for 365 Deluxe, acting as a legally bound operator.

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