

Terms and Conditions / Terms of Travel

Validity is valid for all bookings and consultations.

Tour Operator, Travel Agent, Travel Services

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Note:

The supplier is located in Callao - Perú and as a result the place of performance and jurisdiction is Callao - Perú.

1. Travel contract

1.1

With the travel registration in accordance with the announcement the traveler offers the conclusion of a travel contract bindingly for two weeks. The registration can be made in writing, verbally, by telephone or by screen systems. The travel contract is concluded upon receipt of the written travel confirmation by the traveler.

1.2

If the content of the travel confirmation deviates from the content of the registration, this is a new offer from the organizer. The travel contract is based on this new offer, if the traveler agrees to it. The consent can be made by express or conclusive explanation, such as the payment of the travel price, the deposit or the commencement of the trip.

1.3

If the travel and payment conditions of the organizer are not available to the traveler in case of a telephone registration, these will be sent with the travel confirmation / invoice. The travel and payment conditions become part of the travel contract with the stipulation of the regulation in 1.2.

1.4

The scope of the contractual services is binding from the service description of the travel prospectus for the travel period and from the information in the travel confirmation / invoice referring to this. Other hotel or service provider's own brochures are not relevant. The organizers' employees are not authorized to make verbal collateral agreements.

1.5

The customer shall be informed of the identity of the operating air carrier (s) at the time of booking in accordance with Regulation (EC) 2111/2005. If this is not yet determined at the time of booking, information will first be provided on the identity of the operator likely to be operating and on information as soon as the identity is finally established. A change of the operating air carrier after booking will be communicated immediately. The list of airlines with a blackout list is available on the following website: http://ec.europa.eu/transport/modes/air/safety/air-ban/index_en.htm

2. Payment

2.1

Upon receipt of the written travel confirmation and delivery of the security note a deposit of 25% of the travel price is due, at least 25 € per person. The same applies to apartments per unit. Insurance premiums are due immediately on booking.

2.2

The remaining payment must be made no later than 30 days before departure without further request.

2.3

A travel registration from 30 days prior to departure is only accepted on the condition that the entire travel price is due immediately upon receipt of the travel confirmation and is ensured when registering by direct debit or credit card payment.

2.4

If the customer does not pay the deposit and / or the remaining payment in accordance with the agreed terms of payment, the organizer is entitled to withdraw from the travel contract after a reminder with a deadline and to charge the customer with cancellation fees according to section 5.

3. Travel documents

If, contrary to expectation, the travel documents have not been received by the applicant or the traveler by no later than 7 days prior to departure, the latter must immediately contact the organizer.

4. Rebooking, service and price changes

4.1

Rebookings in the sense of subsequent changes to the travel date, destination, place, travel, accommodation or transport are usually not possible. The possibility of resignation prior to departure and subsequent registration remains at the traveler's discretion.

4.2

Until the beginning of the journey, the traveler can be replaced by a message to the organizer by another suitable traveler. AlemaPE-Tours SAC is entitled to charge a processing fee of €15 per person (€50 per person for boat trips). The aforementioned processing fees also apply if the names of travel customers have to be subsequently corrected for reasons that fall under the responsibility of the traveler. If the replacement or change of name occurs after the travel documents have already been created, the flat rate increases to 50 € per person. AlemaPE-Tours SAC is entitled to charge actually incurred higher costs.

4.3

AlemaPE-Tours SAC is entitled to change individual services for organizational and unpredictable reasons. The organizer will immediately inform the traveler of the changes of service and offer him free rebooking or free cancellation with a notice period of ten days, as long as the changes are not only insignificant and reasonable for the traveler. A termination right of the traveler remains unaffected. AlemaPE-Tours SAC is entitled to change the arrival and departure times, as well as the specified airline, to an equivalent value retrospectively, if this is necessary for reasons that arise after conclusion of the travel contract and are reasonable for the traveler. The traveler will be informed about such changes in good time.

4.4

If the agreed departure date is more than four months after conclusion of the contract, AlemaPE-Tours SAC reserves the right to increase the contractually agreed travel price in order to cover an increase in transport costs, charges for certain services such as port or airport charges. The price increase request is only valid until the 21st day before the agreed departure date. A price change is only possible to the extent that demonstrably after the conclusion of the travel contract price changes of the transport portion or duty portion mentioned in the prospectus have an effect on the respective specifically calculated price portion of the contractually agreed travel price. In the case of a price increase of more than 5% of the travel price as well as a substantial change in a substantial travel service, the traveler may withdraw from the contract or, as in the case of a valid travel cancellation by the organizer, require participation in an at least equivalent other trip if the Organizer is able to offer such a journey from its offer at no extra cost. The traveler is obliged to assert these rights to the organizer immediately after receiving the notification of change. For this we recommend the written form.

4.5

If the traveler does not use individual travel services that were duly offered to him for reasons attributable to him, he is not entitled to a pro-rata refund of the travel price. AlemaPE-Tours SAC will endeavor to reimburse the expenses saved by the service providers. This obligation is waived if it is completely insignificant benefits.

4.6

In all cases of rebooking, change of name as well as price and performance changes, the customer is free to prove that the costs have not been incurred or are significantly lower.

5. Resignation on the part of the traveler

The traveler can withdraw from the trip at any time prior to departure. It is recommended that in order to avoid any misunderstandings, the travel order number be stated in writing. The organizer loses in this case the claim to the travel price. Instead, he can demand reasonable compensation for the travel arrangements and expenses incurred until his departure. The organizer has staggered this claim for compensation, ie taking into account the proximity of the date of withdrawal at the contractually agreed start of travel at a percentage rate to the travel price and taking into account the expenses usually saved in the calculation of the compensation and usually possible other uses of the travel services. Compensation will be calculated according to the date of receipt of the declaration of withdrawal as follows: In case of withdrawal

5.1

until the 30th day before departure 25%,
until the 22nd day before departure 30%,
up to the 15th day before departure 40%,
up to the 7th day before departure 60%,
from the 6th to the last day before the start of the journey 75%,
90% on the day of departure

5.2

For holiday apartments, holiday homes and apartments (without meals)
until the 45th day before departure 20%,
until the 35th day before departure 50%
from the 34th day to the last day before departure 80%,
90% on the day of departure

5.3

For sea voyages / cruises
until the 30th day before departure 25%,
up to the 15th day before departure 65%,
from day 14 until the last day before departure 80%

5.4

For travel related to the purchase of tickets (eg musicals) up to the 22th day before departure 30%
from the 21st day before departure 80%,
on the day of departure 95%

5.5

For flight-only bookings: Cancellation before the ticket is issued: 25 € in case of cancellation after the issue of the ticket and before departure: 100%

5.6

Costs such. B. VISA, telephone or processing costs as well as the insurance premium paid to a travel cancellation insurer via AlemaPE-Tours SAC can not be reimbursed in the event of a cancellation of the trip.

5.7

The provisions on the cancellation costs apply to all trips, unless separate regulations are stipulated on the basis of individual tenders.

5.8

The traveler is obliged to return the already issued scheduled tickets, train tickets, ferry tickets or hotel vouchers. Otherwise, the organizer is entitled to demand the full travel price.

5.9

The traveler is at liberty to prove that the organizer has incurred no or less damage than the lump sum demanded by him. We recommend taking out cancellation insurance. The latter may assume the cancellation costs in accordance with its insurance conditions for the insured risks.

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6. Cancellation by the tour operator

6.1

If an expressly advertised minimum number of participants is not achieved, AlemaPE-Tours SAC is entitled to cancel the journey up to 30 days before the start of the journey. An already paid travel price will be reimbursed immediately in this case.

6.2

AlemaPE-Tours SAC is entitled to withdraw without notice from the travel contract, if the traveler, regardless of a warning, either so seriously disturbs the conduct of the trip or behaves in breach of contract, that the immediate cancellation of the contract is also justified for the protection of other fellow travelers. If the organizer terminates the contract, he reserves the right to claim the travel price, however, he must be credited the value of the saved expenses and the benefits he derives from any other use of the unused service, including the amounts credited to him by the service providers.

7. Cancellation of the contract due to exceptional circumstances

7.1

If, after the conclusion of the contract, the trip becomes unpredictably considerably more difficult, endangered or impaired as a result of force majeure, both contractual parties can terminate the travel contract. In case of cancellation prior to departure, the traveler will receive back the paid travel price immediately. A further claim does not exist. AlemaPE-Tours SAC may charge a fee for services already provided.

7.2

If such circumstances arise after the journey, the travel contract can also be terminated by both parties. In this case, AlemaPE-Tours SAC will take the measures necessary to terminate the contract. If the contract is terminated for the aforementioned reasons, AlemaPE-Tours SAC shall be entitled to compensation for services rendered or to be provided. The additional costs for the return transport are carried by the organizer and the traveler each half. In all other cases the traveler is responsible for additional expenses.

8. Passport, visa and health regulations

The organizer will inform nationals of a state of the European Union in which the travel is offered about provisions of passport, visa and health regulations before conclusion of the contract as well as about their possible changes before departure. The responsible consulate provides information for nationals of other states. It is assumed that there are no special features in the person of the traveler (eg dual nationality, statelessness). The customer is responsible for procuring and carrying the officially required travel documents, any necessary vaccinations and compliance with customs and foreign exchange regulations. Disadvantages resulting from non-compliance with these regulations are at the expense of the user. This does not apply if the organizer has not informed, inadequately or incorrectly. The organizer is not liable for the timely issue and access of necessary visas by the respective diplomatic representation if the customer has entrusted him with the procurement, unless the organizer has violated his own obligations culpably.

9. Liability

9.1

The contractual liability of the organizer for damages, which are not physical damages, is limited to the triple travel price, as far as a damage was not caused deliberately or grossly negligently. The same applies if the organizer is responsible for the damage solely because of fault of a service provider.

9.2

For damage claims for property damage, which have their cause in a culpably committed tort, the organizer is liable for each customer and trip, as far as damage was not caused deliberately or grossly negligent, in each case up to €4,091. However, if the travel price exceeds €1,364, the restriction applies to the triple travel price. Otherwise, the statutory provisions apply.

9.3

If limitations on liability are provided for in international conventions or other laws or on such rules for service providers of the organizer, the organizer may invoke such claims in case of damage.

9.4

The organizer is not liable for performance disturbances, personal injuries and property damages in connection with achievements, which are mediated as external achievements only (eg excursions, sport events, theater visits, exhibitions, transport services from and to the outset and destination advertised), if these achievements in the travel advertisement and the booking confirmation are to be clearly marked as outsourced services, stating the mediated contractual partner, that they are clearly not part of the travel services of the organizer.

9.5

The transport is based on the conditions of the respective transport company, which are made available upon request. The rights and obligations of the organizer and the traveler according to the travel contract law and these detailed travel conditions are not limited by the conditions of the respective transport company.

Each traveler is responsible for his or her timely arrival at the departure airport, unless a delay is due to an intentional or grossly negligent breach of duty by the organizer.

10. Warranty / Damages

10.1

If the trip is significantly affected by a defect, the traveler may reduce the travel price or terminate the contract. Termination is only permitted if the organizer has allowed a reasonable period of time specified by the traveler to elapse without remedy. A deadline shall not apply if remedy is impossible, or is denied by the organizer, or if the termination of the contract by a special interest of the traveler is justified. In addition, he may demand compensation for non-performance; usually, however, only if the lack of travel is so substantial that a reduction of the travel price of at least 50% is justified.

10.2

The tour operator of the organizer is not authorized to recognize claims.

11. Obligation to cooperate

11.1

The traveler is obliged to report any defects immediately to the representative of the organizer at the resort. If such a representative is not present at the holiday destination / not contractually owed, any travel deficiencies shall be notified to the organizer at the registered office. About the accessibility of both contact persons is in the performance description, but at the latest with the travel documents, taught. The representative at the resort will remedy if possible. However, he is not authorized to recognize claims. If the traveler culpably fails to report a defect, the claim for reduction does not apply.

11.2

Damages or delays in the delivery of air travel are strongly recommended by the organizer to be reported to the responsible airline without delay on the spot by means of a damage report (PIR). Airlines usually refuse refunds if the claim has not been completed. The damage report must be refunded within 7 days in case of damage to the baggage and in case of delay within 21 days after delivery. Incidentally, the loss, damage or misdirection of baggage is to be reported to the organizer or his representative.

12. Treatment of complaints, limitation periods for claims and statute of limitations

12.1

Claims for non-contractual provision of travel must be made by the traveler to the organizer within one month of the contractual termination of the trip. It is recommended to register the claims in writing. After the deadline, claims can only be asserted if the traveler was prevented from complying without his fault.

12.2

The contracting parties agree on a limitation period of one year for contractual claims of the traveler. This agreement does not apply if the traveler asserts the culpable injury to life, limb or health or the organizer, his legal representatives and vicarious agents can be accused of intentional or grossly negligent breaches of duty. For these cases, the statutory limitation period of two years in accordance with § 651g para. 2 BGB. The statute of limitations begins on the day following the contractually stipulated day of the traveler. Delict claims become time-barred after three years.

13. Other provisions and agreements

13.1

These conditions apply unless individual agreements are made in the individual travel contracts.

13.2

The data made available to us are processed, stored and passed on in the context of the purpose of the contract. Personal data is protected in accordance with the Federal Data Protection Act.

13.3

Obvious printing and calculation errors entitle the organizer to contest the travel contract.

13.4

The above provisions shall only be valid if and insofar as statutory provisions which come into effect after printing do not provide for any other regulations.

13.5

The invalidity of individual provisions does not result in the ineffectiveness of the entire travel contract. The application of German law is agreed.

13.6

AlemaPE-Tours SAC does not participate in, and has no obligation to, any dispute settlement procedure before a consumer arbitration board.

14. Travel insurance

14.1

AlemaPE-Tours SAC generally recommends the conclusion of a travel cancellation insurance and a foreign travel health insurance with return transport of HanseMerkur Reiseversicherung AG, Siegfried-Wedells-Platz 1, 20354 Hamburg.

Callao, August 2018