

Terms and Conditions / Terms of Travel

Valid for all bookings and consultations starting from 2018-07-01

Tour Operator, Travel Agent, Travel Services

AlemaPE-Tours S.A.C.

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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 according to the announcement the customer / 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 customer / 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. 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 on the service description of the travel prospectus for the travel period and on 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 / traveler will be informed of the identity of the operating 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 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](#).

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. 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 / traveler does not pay the down payment and / or the remaining payment in accordance with the agreed payment terms, 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 customer / traveler at the latest 7 days before departure, the latter must immediately contact the organizer.

4. Transfer to an other customer, rebooking and changes of service

4.1

Before concluding the contract, the organizer may at any time make a change in the service descriptions, which informs the customer / traveler before booking.

4.2

The customer / traveler has the right to transfer the travel contract to another traveler in accordance with § 651 e BGB.

4.3

The organizer / AlemaPE-Tours S.A.C. is entitled to make unilateral changes to the terms of contract and services, provided that these do not affect the travel price and are insignificant. The organizer / AlemaPE-Tours S.A.C. is particularly entitled in this context to change arrival and departure times as well as the specified airline in an equivalent subsequently, if this is necessary for reasons that arise after the conclusion of the travel contract and which are reasonable for the customer / traveler.

5. Resignation on the part of the customer / traveler

The customer / 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 / AlemaPE-Tours S.A.C. loses in the 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 / AlemaPE-Tours S.A.C. has staggered this claim for compensation, i. taking into account the closeness of the date of withdrawal at the contractually agreed start of travel as a percentage of 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. The compensation will be calculated after 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 holidays packages with apartments, holiday houses 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%
90% on the day of departure

5.4

For travel related to the purchase of tickets (for example, musicals, concerts, etc.) until the 22nd 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 as VISA, telephone or processing costs and via AlemaPE Tours S.A.C. Insurance premiums paid to a travel cancellation insurer can not be reimbursed if the trip is canceled.

5.7

The cancellation fees apply unless other conditions have been agreed on the basis of individual tenders and pre-contractual information.

5.8

The customer / traveler is obliged in the event of a withdrawal to return the already issued scheduled tickets, train tickets, ferry tickets or hotel vouchers. Otherwise the tour operator is entitled to demand the full price of the tour.

5.9

The customer / traveler is at liberty to prove that the organizer / AlemaPE-Tours S.A.C. no or less damage has been incurred than the lump sum demanded by him. We recommend you get travel cancellation insurance. The latter may assume the cancellation costs in accordance with its insurance conditions for the insured risks.

6. Cancellation by the tour operator

6.1

If an expressly advertised minimum number of participants is not reached, the entrepreneur / AlemaPE-Tours S.A.C. entitled to cancel the trip up to 30 days prior to departure. An already paid travel price will be reimbursed immediately in this case.

6.2

The organizer / AlemaPE-Tours S.A.C. is entitled to withdraw without notice from the travel contract, if the customer / traveler regardless of a warning either the implementation of the trip so much disturbing or behaving in breach of contract, that the immediate cancellation of the contract is also justified to protect other fellow travelers. Announces the organizer / AlemaPE-Tours S.A.C. he reserves the entitlement to the travel price, but must be credited the value of the saved expenses as well as the benefits that he obtains from any other use of the unused service, including the amounts credited to him by the service providers.

7. Passport, visa and health regulations

The organizer / AlemaPE-Tours S.A.C. Nationals of a state of the European Union in which the travel is offered shall inform about provisions of passport, visa and health regulations prior to the conclusion of the contract. The responsible consulate provides information for members of other seeds. It is assumed that there are no special features (for example dual nationality, statelessness). The customer / traveler 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 / AlemaPE-Tours S.A.C. not, inadequately or misinformed. The organizer / AlemaPE-Tours S.A.C. is not liable for the timely issue and receipt of necessary visas by the respective diplomatic representation, if the customer has entrusted him with the procurement, unless the organizer / AlemaPE-Tours S.A.C. own obligations has culpably violated.

8. Liability

8.1

The liability of the organizer / AlemaPE-Tours S.A.C. is limited to such damage, which is not physical damage and was not culpably caused to the triple travel price.

8.2

The organizer / AlemaPE-Tours S.A.C. is not liable for performance disturbances, personal and property damages in connection with achievements, which are mediated as foreign achievements only (eg excursions, sport events, theater visits, exhibitions, transport services from and to the advertised starting and destination place), if this achievement in the travel advertisement and the booking confirmation explicitly and under specification of the mediated contracting party as external service are clearly marked so that they are not recognizable for the traveler part of the travel services of the organizer / AlemaPE-Tours SAC are.

8.3

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 / AlemaPE-Tours S.A.C. and the customer / traveler under the Travel Contract Law and these Detailed Terms of Travel are not restricted by the terms and conditions of the respective Carrier. Insofar as advertised in terms of service (number 1.4), the itinerary includes (in the case of ticketless travel). Each customer / traveler is responsible for his timely arrival to the departure airport, unless a delay is due to an intentional or grossly negligent breach of duty by the organizer / AlemaPE-Tours S.A.C..

9. Obligation to cooperate

9.1

The customer / traveler is obliged to report any defects immediately to the representative of the organizer / AlemaPE-Tours S.A.C. to indicate at the resort. If such a representative is not present at the holiday destination / not contractually owed, any travel deficiencies are the responsibility of the organizer / AlemaPE-Tours S.A.C. to bring it to the attention of its seat. About the accessibility of the contact person is in the performance description, but at the latest with the travel confirmation, taught.

9.2

Damage or delays in air travel are recommended by the tour operator / AlemaPE-Tours S.A.C. Urgent immediate on the spot by means of damage report (P.I.R.) [Property Irregularity Report] of the responsible airline. Airlines usually refuse refunds if the claim has not been completed. The damage report is to be refunded within 7 days in the event of luggage damage and within 21 days after delivery. In addition, the damage or misdirection of luggage must be reported to the organizer in accordance with Section 9.1.

9.3

The tour guide or other representative of the organizer / AlemaPE-Tours S.A.C. at the resort are not entitled to recognize claims.

10. Other provisions and agreements

10.1

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

10.2

The organizer / AlemaPE-Tours S.A.C. provided data are processed, stored and passed on within the scope of the purpose of the contract and are used for advertising purposes within the legally permissible framework. The Privacy Policy of AlemaPE-Tours S.A.C. are available here at this [link](#). Personal data is protected according to the current data protection regulations.

10.3

Obvious printing and calculation errors entitle the organizer / AlemaPE-Tours S.A.C. to dispute the travel contract.

10.4

The above conditions shall only be valid if and insofar as statutory regulations in force after the date of printing do not provide for any other regulations.

10.5

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

10.6

AlemaPE Tours S.A.C. does not participate in a dispute settlement procedure before a consumer arbitration board and is not obliged to do so.

10.7

The European Commission is providing a platform for the online settlement of consumer disputes under the [OS platform](#). AlemaPE Tours S.A.C. is currently not participating in this voluntary alternative dispute resolution procedure. Therefore, the OS platform can not be used by our customers.

11. Travel insurance

11.1

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

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