



Terms & Conditions

Travel Booking Agreement

Version 1.0

Effective Date: 01 August 2026

Officially Registered Peruvian Tourism Operator

ALPAKA REISEN E.I.R.L.
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1. Definitions

For the purpose of these Terms & Conditions, the following definitions shall apply:

ALPAKAREISEN means the commercial name under which ALPAKA REISEN E.I.R.L., a company duly incorporated under the laws of the Republic of Peru, operates its travel business. ALPAKAREISEN is a registered Tourism Operator based in Urubamba, Cusco, Peru, providing and arranging day tours, trekking expeditions, multi-day tours, private tours, customised travel services and other tourism-related services through its website www.alpakareisen.com and other authorised booking channels.

Customer means the individual making a booking with ALPAKAREISEN. Unless the context requires otherwise, the Customer also acts on behalf of every traveller included within the same booking and confirms that they are authorised to accept these Terms & Conditions on behalf of all travellers.

Traveller means every person participating in a tour, regardless of whether they made the booking themselves or were included by another Customer.

Booking means the reservation of one or more travel services offered by ALPAKAREISEN. A booking becomes legally binding only after written confirmation has been issued by ALPAKAREISEN and the required payment has been successfully received.

Tour means any travel product offered by ALPAKAREISEN, including but not limited to day tours, trekking tours, cultural tours, private tours, customised itineraries and multi-day travel packages.

Private Tour means a tour organised exclusively for one individual or one private group and not shared with unrelated travellers.

Group Tour means a scheduled departure that may include travellers from different bookings participating together.

Supplier means any independent third party providing services forming part of the booked tour, including hotels, transport companies, airlines, train operators, restaurants, entrance ticket providers, local communities, guides or any other service provider.

Government Permit means any permit, entrance ticket or authorisation issued by a governmental authority, including but not limited to Inca Trail permits, Machu Picchu entrance tickets and permits required for access to protected natural or archaeological areas.

Force Majeure means any event beyond the reasonable control of ALPAKAREISEN which prevents or significantly affects the performance of the booked services. Such events may include, but are not limited to, natural disasters, landslides, earthquakes, floods, fires, pandemics, epidemics, political unrest, demonstrations, strikes, terrorism, war, road closures, government restrictions, border closures, supplier insolvency, or any other unforeseeable circumstance beyond reasonable control.

Website refers to the official ALPAKAREISEN website located at <https://alpakareisen.com>, including all associated booking systems, online forms and official digital content.

Where words are used in the singular, they shall include the plural where appropriate. Headings are included for convenience only and shall not affect the interpretation of these Terms & Conditions.

2. Company Information

ALPAKAREISEN is a Peru specialist travel agency offering carefully designed travel experiences throughout Peru, including cultural tours, trekking expeditions, adventure travel and customised itineraries.

The official website of ALPAKAREISEN is:

<https://alpakareisen.com>

All bookings made through the website, by email or through authorised representatives are governed by these Terms & Conditions.

ALPAKAREISEN works with carefully selected accommodation providers, transport companies, licensed guides, local communities and other suppliers to deliver the services described within each tour. While every reasonable effort is made to ensure that services are delivered to a high standard, certain elements of the tour are provided by independent suppliers operating under their own legal responsibilities.

ALPAKAREISEN reserves the right to improve, modify or discontinue travel products, itineraries or website content where necessary to maintain quality, safety or operational efficiency.

The Customer acknowledges that travel within Peru may involve conditions significantly different from those experienced in their home country, including high altitude, remote locations, changing weather conditions and limited infrastructure in certain regions. By making a booking, the Customer confirms that they understand these characteristics of travel and accept the inherent nature of adventure and cultural tourism.

3. Scope of Application

These Terms & Conditions govern every booking made with ALPAKAREISEN, whether completed through the official website, by email, telephone, messaging applications or any other authorised communication channel.

By making a booking, the Customer confirms that they have read, understood and accepted these Terms & Conditions and agrees to be legally bound by them.

These Terms & Conditions form the contractual agreement between ALPAKAREISEN and the Customer and supersede any previous verbal or written communication relating to the booked services, unless expressly agreed otherwise in writing.

Should any individual agreement differ from these Terms & Conditions, the written agreement between ALPAKAREISEN and the Customer shall prevail only for the specific matters expressly stated.

These Terms & Conditions apply to all travel services offered by ALPAKAREISEN, including but not limited to:

- Day Tours
- Multi-Day Tours
- Trekking Expeditions
- Adventure Tours
- Cultural Tours
- Private Tours
- Tailor-Made Tours
- Packages including accommodation, transport and guided services
- Additional services booked through ALPAKAREISEN

The descriptions, itineraries, photographs and other information published on the ALPAKAREISEN website are intended to provide an accurate representation of the services offered. However, due to the nature of travel, minor variations may occur before or during the tour without affecting its overall character or quality.

Customers acknowledge that travel in Peru may involve changing environmental, governmental and operational conditions. Certain services may therefore need to be modified for reasons of safety, conservation, weather conditions or operational necessity.

Any rights granted to the Customer under mandatory consumer protection legislation applicable in the Customer's country of residence shall remain unaffected where such legislation cannot legally be excluded.

4. Booking Process

4.1. Booking Request

Customers may submit a booking request through the official ALPAKAREISEN website or through another authorised communication channel.

Submission of a booking request does not constitute acceptance by ALPAKAREISEN and does not create a contractual relationship.

All bookings remain subject to availability until confirmed in writing by ALPAKAREISEN.

4.2. Confirmation of Booking

A booking becomes legally binding only when:

- the required payment has been successfully received; and
- ALPAKAREISEN has issued the Final Booking Confirmation confirming the availability of the services requested.

Until both conditions have been fulfilled, ALPAKAREISEN reserves the right to decline or cancel the booking request without liability.

4.3. Automated Booking Confirmation

For bookings made through the official ALPAKAREISEN website, an automated booking confirmation and payment receipt may be sent immediately after the required deposit or payment has been successfully processed.

This automated confirmation serves solely as an acknowledgement that the booking request and payment have been received. It does **not** constitute the final acceptance of the booking or confirmation of the requested travel services.

Following the automated confirmation, ALPAKAREISEN will verify the availability of all requested services, including but not limited to accommodation, transportation, government permits, entrance tickets and other third-party services where applicable.

Once all services have been successfully confirmed, ALPAKAREISEN will issue a **Final Booking Confirmation** by email. Only upon issuance of this Final Booking Confirmation shall the booking be considered fully confirmed and binding.

Should any requested service be unavailable, ALPAKAREISEN will contact the Customer as soon as reasonably possible to discuss suitable alternatives or, where no acceptable alternative can be provided, offer a refund of any payments received for the unavailable services.

4.4. Accuracy of Information

The Customer is solely responsible for ensuring that all information provided during the booking process is complete, accurate and up to date.

This includes, but is not limited to:

- Full legal names exactly as shown in passports
- Passport numbers

- Nationality
- Date of birth
- Contact details
- Emergency contact information
- Dietary requirements
- Medical conditions relevant to the booked activities
- Flight information where requested

ALPAKAREISEN accepts no responsibility for additional costs resulting from incorrect, incomplete or outdated information supplied by the Customer.

Any costs charged by suppliers due to incorrect customer information shall be borne entirely by the Customer.

4.5. Passport Information

Certain tours require passport details for the purchase of government permits or entrance tickets.

Customers must provide valid passport information within the deadline communicated by ALPAKAREISEN.

The passport presented during the tour must correspond to the passport used when purchasing the relevant permits.

If a passport is renewed or replaced after permits have been issued, the Customer is responsible for immediately informing ALPAKAREISEN.

Any fees, penalties or losses arising from passport changes remain the sole responsibility of the Customer.

4.6. Tour Availability

Availability of tours depends upon numerous independent suppliers and governmental authorities.

This includes, but is not limited to:

- Machu Picchu entrance tickets

- Inca Trail permits
- Hotels
- Campsites
- Domestic flights
- Train services
- Tourist transport
- Local guides

Availability cannot be guaranteed until written confirmation has been issued.

Should the requested service become unavailable before confirmation, ALPAKAREISEN will make reasonable efforts to offer an equivalent alternative or refund any payments already received.

4.7. Booking Confirmation

Following confirmation, the Customer will receive a booking confirmation summarising the agreed services.

Customers must review the confirmation immediately upon receipt.

The confirmation should include, where applicable:

- Tour name
- Departure date
- Number of travellers
- Included services
- Optional services
- Total tour price
- Payments received
- Outstanding balance
- Important travel information

The Customer must notify ALPAKAREISEN without undue delay if any information is incorrect.

Failure to report inaccuracies may limit ALPAKAREISEN's ability to make corrections without additional supplier charges.

4.7.1. Confirmation Documents

Following successful verification of availability and receipt of the required payment, ALPAKAREISEN will issue the **Final Booking Confirmation**.

The Final Booking Confirmation confirms that the requested travel services have been successfully reserved and that the travel contract has been concluded.

4.7.2. Contents of the Final Booking Confirmation

The confirmation may include, where applicable:

- Booking reference number
- Tour name
- Departure and return dates
- Number of travellers
- Accommodation details
- Included services
- Optional services
- Payment summary
- Outstanding balance (if applicable)
- Important travel information

4.7.3. Customer Review

The Customer must review the Final Booking Confirmation immediately upon receipt.

Any errors or discrepancies must be reported to ALPAKAREISEN without undue delay.

Failure to notify ALPAKAREISEN promptly may result in additional supplier charges or the inability to correct certain travel documents.

4.8. Travel Documents

Travel documents, vouchers, tickets or other booking documents will normally be issued after:

- full payment has been received; and
- all services have been confirmed by the relevant suppliers.

Certain suppliers may issue their documents only shortly before departure.

4.9. Government Permits

Government permits, entrance tickets and similar official documents remain subject to the rules and conditions established by the issuing authority.

ALPAKAREISEN cannot alter, replace or refund such documents where prohibited by the relevant governmental authority.

4.10. Customer Responsibility

The Customer is responsible for ensuring that all travel documents received from ALPAKAREISEN are complete and accurate.

This includes verifying:

- names;
- travel dates;
- passport details;
- tour selection;
- accommodation details;
- optional services.

Any errors identified after documents have been issued may result in additional supplier charges.

4.11. Special Requests

Special requests, including dietary requirements, room preferences, accessibility requirements or other personal requests, will be communicated to the relevant supplier whenever reasonably possible.

Unless expressly confirmed in writing by ALPAKAREISEN, special requests do not form part of the travel contract and cannot be guaranteed.

Failure by a supplier to fulfil a special request shall not automatically constitute a breach of contract by ALPAKAREISEN.

4.12. Right to Refuse a Booking

ALPAKAREISEN reserves the right to refuse or cancel a booking request prior to confirmation where:

- required services are unavailable;
- payment has not been received within the required timeframe;
- fraudulent or misleading information has been provided;
- government regulations prevent the booking;
- operational limitations make the requested tour impossible to deliver;
- the booking would expose travellers, staff or suppliers to unreasonable safety risks.

Where no legally binding booking has been concluded, any payments received shall be refunded, less any non-recoverable transaction fees where applicable.

5. Prices and Currency

5.1. General

All prices published by ALPAKAREISEN are stated in good faith and are accurate to the best of our knowledge at the time of publication. Prices are subject to availability and may be updated without prior notice until a booking has been finally confirmed.

Once the **Final Booking Confirmation** has been issued by ALPAKAREISEN, the agreed tour price shall remain fixed unless:

- the Customer requests changes to the booking;
- additional services are added after confirmation;
- changes are required due to government regulations, taxes or mandatory entrance fees beyond the reasonable control of ALPAKAREISEN.

5.2. Currency

Tour prices are displayed in the currency shown on the respective tour page.

Where alternative currencies are displayed, these are provided for convenience only. Currency conversions are based on current exchange rates and may differ from the final amount charged by the Customer's bank or payment provider.

The Customer is responsible for any exchange rate differences, international transfer fees, credit card charges or other payment processing costs imposed by their financial institution.

5.3. Included Services

Only those services expressly listed under the **"Included"** section of the relevant tour description or within the Final Booking Confirmation form part of the travel contract.

Any services not specifically listed as included shall be considered excluded from the tour price.

Examples of commonly excluded services may include:

- International flights
- Domestic flights (unless specifically included)
- Travel insurance
- Visa fees
- Personal expenses
- Alcoholic beverages
- Laundry services
- Telephone or internet charges
- Optional activities
- Tips and gratuities
- Meals not specifically included in the itinerary

5.4. Optional Services

Optional services offered during the booking process or after confirmation are subject to separate availability and pricing.

Such services may include, but are not limited to:

- Hotel upgrades
- Single room supplements
- Additional nights
- Airport transfers
- Private transportation
- Equipment rental
- Additional excursions
- Porter services
- Sleeping bag rental
- Walking poles

Optional services become part of the booking only after written confirmation by ALPAKAREISEN.

5.5. Pricing Errors

Although every reasonable effort is made to ensure the accuracy of published prices, typographical errors, technical errors or pricing mistakes may occasionally occur.

Where an obvious pricing error has occurred, ALPAKAREISEN reserves the right to correct the published price before issuing the Final Booking Confirmation.

If the corrected price is not accepted by the Customer, the booking request may be cancelled and any payments received will be refunded in full.

5.6. Taxes and Government Fees

Unless otherwise stated, published prices include all taxes, entrance fees and government charges known at the time the tour is published.

Should government authorities introduce new mandatory taxes, entrance fees or regulations after a booking has been confirmed, ALPAKAREISEN reserves the right to charge the additional amount, provided such increase is outside the reasonable control of ALPAKAREISEN.

The Customer shall be informed before any additional payment is requested

5.7. Promotional Prices

Promotional offers, discounts and special prices are available only during the advertised promotional period and cannot be applied retrospectively to existing bookings.

Only one promotional offer, discount code or voucher may be applied per booking unless expressly stated otherwise.

Discounts have no cash value and cannot be exchanged for cash or transferred to another booking unless agreed in writing by ALPAKAREISEN.

5.8. Validity of Prices

All quotations provided by ALPAKAREISEN remain valid only for the period specified in the quotation.

If no validity period is stated, quotations shall remain valid for **seven (7) calendar days** from the date of issue unless services become unavailable beforehand.

After expiry of the quotation period, prices and availability may be revised without prior notice.

6. Payment Terms

6.1. General

Payment for all services booked through ALPAKAREISEN shall be made in accordance with the payment schedule specified during the booking process and confirmed in the Final Booking Confirmation.

The applicable payment schedule may vary depending on the type of tour, travel date, supplier requirements and promotional offers.

6.2. Deposit Payment

Unless otherwise stated during the booking process, a deposit is required to secure a booking.

The deposit amount will be displayed during the online booking process and confirmed in the booking confirmation.

Payment of the deposit enables ALPAKAREISEN to begin arranging the requested services, including but not limited to accommodation, transport, entrance tickets and government permits where applicable.

Receipt of the deposit does not automatically guarantee the availability of the requested services. Final confirmation remains subject to availability as described in 4. Booking Process.

6.3. Final Balance

The remaining balance must be paid by the due date specified in the Final Booking Confirmation.

Unless otherwise agreed in writing, the remaining balance is due **30 calendar days prior to the scheduled departure date**.

For bookings made within 30 days of departure, full payment may be required at the time of booking.

ALPAKAREISEN reserves the right to specify different payment schedules for certain tours where suppliers require earlier payment.

6.4. Accepted Payment Methods

Payments made through the ALPAKAREISEN website shall be processed using the payment methods made available during the online booking process.

At the time of booking, the available payment methods will be displayed before payment is completed.

For bookings made outside the website or where agreed in writing, ALPAKAREISEN may also accept payment by direct bank transfer or other approved payment methods.

The availability of individual payment methods may vary depending on the Customer's country of residence, currency, payment provider or technical availability.

ALPAKAREISEN reserves the right to add, remove or modify accepted payment methods at any time without prior notice.

6.5. Payment Currency

Payments shall be made in the currency specified during the booking process.

Where payment is made in another currency, the applicable exchange rate shall be determined by the Customer's bank or payment provider.

ALPAKAREISEN accepts no responsibility for exchange rate differences or conversion charges imposed by financial institutions.

6.6. Bank Charges and Payment Fees

Unless otherwise agreed, all bank charges, transfer fees, exchange costs and payment processing fees charged by the Customer's financial institution shall be borne by the Customer.

ALPAKAREISEN shall receive the full invoiced amount.

6.7. Late Payment

If the remaining balance is not received by the due date, ALPAKAREISEN reserves the right to:

- suspend further travel arrangements;
- withhold the Final Travel Documents;
- cancel the booking;
- apply the cancellation conditions set out in these Terms & Conditions.

Any non-refundable costs already incurred shall remain payable by the Customer.

6.8. Failed Payments

Where a payment is declined, reversed, cancelled or otherwise unsuccessful, the Customer shall remain responsible for the outstanding amount.

ALPAKAREISEN reserves the right to suspend or cancel the booking until payment has been successfully received.

Any costs resulting from failed or reversed payments, including bank charges or payment provider fees, may be charged to the Customer.

6.9. Payment Confirmation

Following successful payment, ALPAKAREISEN will issue a payment confirmation by email.

Customers are encouraged to review the payment confirmation and notify ALPAKAREISEN promptly of any discrepancies.

6.10. Outstanding Balances

Customers remain responsible for ensuring that all outstanding balances have been paid in full before the payment deadline.

Failure by ALPAKAREISEN to send a payment reminder shall not release the Customer from their payment obligations.

6.11. Refund Payments

Where a refund is due under these Terms & Conditions, ALPAKAREISEN will make reasonable efforts to process the refund using the original payment method.

Where this is not reasonably possible, an alternative refund method may be agreed with the Customer.

Refund processing times may vary depending on payment providers, banks and third-party suppliers.

Transaction fees, bank charges and non-refundable supplier costs may be deducted where permitted under these Terms & Conditions.

6.12. Chargebacks

Customers agree to contact ALPAKAREISEN directly before initiating a chargeback or payment dispute with their payment provider.

Where a chargeback is initiated without reasonable justification, ALPAKAREISEN reserves the right to suspend the booking, recover any resulting costs and pursue any legal remedies available.

Nothing in this clause limits the Customer's statutory rights to dispute unauthorised or fraudulent transactions.

7. Customer Changes

7.1. General

ALPAKAREISEN understands that travel plans may change after a booking has been confirmed. Wherever reasonably possible, we will make every effort to accommodate requested changes. However, all changes remain subject to availability, operational feasibility and the conditions of third-party suppliers.

Requested changes may result in additional costs, supplier fees or administrative charges.

7.2. Requesting a Change

All requests to modify a confirmed booking must be submitted in writing by email or through another official communication channel accepted by ALPAKAREISEN.

A requested change shall not be considered accepted until confirmed in writing by ALPAKAREISEN.

7.3. Types of Changes

Customers may request changes including, but not limited to:

- Travel dates
- Tour selection
- Number of travellers
- Accommodation preferences
- Optional services
- Airport transfers
- Additional hotel nights
- Equipment rental
- Passenger information where permitted

Not all requested changes can be accommodated.

7.4. Availability

All requested changes remain subject to the availability of accommodation, transportation, guides, permits, entrance tickets and other services.

If the requested modification cannot reasonably be accommodated, the original booking shall remain valid unless cancelled in accordance with these Terms & Conditions.

7.5. Additional Charges

Where a requested change results in additional costs charged by suppliers or requires additional administrative work, the Customer shall be responsible for paying such costs before the change becomes effective.

Additional costs may include, but are not limited to:

- Hotel amendment fees
- Airline fees
- Train ticket amendment fees
- Government permit amendment fees
- Entrance ticket replacement costs
- Additional transport costs
- Administrative processing fees

ALPAKAREISEN will inform the Customer of any known additional costs before confirming the requested change.

7.6. Price Adjustments Following Customer Changes

Where a Customer requests a modification to a confirmed booking that results in a lower tour price, the original booking price shall remain applicable unless ALPAKAREISEN expressly agrees otherwise in writing.

The Customer shall have no contractual right to a refund, credit or reduction of the tour price as a result of such modification.

Any refund, credit or price reduction granted by ALPAKAREISEN shall be entirely voluntary, at ALPAKAREISEN's sole discretion, and shall not constitute a contractual obligation, admission of liability or precedent for future bookings.

7.7. Government Permits and Entrance Tickets

Certain government-issued permits and entrance tickets are issued in the traveller's name and are subject to strict regulations imposed by the issuing authorities.

These may include, but are not limited to:

- Inca Trail permits
- Machu Picchu entrance tickets
- Other protected archaeological or natural sites

Once issued, such permits or tickets may be non-transferable, non-changeable and non-refundable.

Where changes are permitted by the issuing authority, all associated costs shall be borne by the Customer.

7.8. Changes to Passenger Information

Customers are responsible for informing ALPAKAREISEN immediately if any personal information changes after booking.

This includes:

- Passport renewal or replacement
- Change of legal name
- Updated contact information
- Changes affecting travel eligibility

Failure to provide updated information may result in denied entry, cancellation of permits or additional supplier charges, for which ALPAKAREISEN accepts no responsibility.

7.9. Transfer of Booking

Bookings may not be transferred to another person unless:

- the relevant suppliers permit such transfer;
- government regulations allow the transfer;
- ALPAKAREISEN confirms the transfer in writing.

Where a transfer is possible, all additional supplier charges and administrative costs shall be paid by the Customer before the transfer is completed.

7.10. Changes Requested by a Group

For bookings involving multiple travellers, the person making the booking is deemed to act on behalf of all travellers included within the booking.

Instructions received from the lead Customer regarding amendments shall be considered binding for the entire booking unless otherwise agreed in writing.

7.11. Changes Initiated Shortly Before Departure

Requests submitted shortly before the scheduled departure date may no longer be possible due to supplier deadlines, government regulations or operational requirements.

ALPAKAREISEN cannot guarantee that changes requested close to departure can be accommodated.

7.12. Effect on the Travel Contract

Approved changes become part of the original travel contract and shall be confirmed in writing by ALPAKAREISEN.

All remaining provisions of these Terms & Conditions continue to apply unless expressly stated otherwise in the written confirmation.

8. Customer Cancellation Policy

8.1. General

Customers may cancel their booking at any time before the scheduled departure date by submitting a written cancellation request to ALPAKAREISEN.

A cancellation shall become effective only upon receipt and written acknowledgement by ALPAKAREISEN.

The effective cancellation date shall be the date on which the written cancellation request is received by ALPAKAREISEN during normal business hours. Requests received outside normal business hours shall be deemed received on the next business day.

Cancellation charges are intended to compensate ALPAKAREISEN for administrative costs and non-recoverable expenses incurred in arranging the booked services.

8.2. General Cancellation Principles

Cancellation charges depend upon several factors, including but not limited to:

- the date on which the cancellation is received;
- the type of tour booked;
- the services already confirmed with suppliers;
- government regulations;
- the refund conditions imposed by third-party suppliers.

Customers acknowledge that many travel services are purchased specifically for their booking and cannot always be cancelled without financial loss.

8.3. Refund policy

Unless otherwise stated on the respective tour page or in the Final Booking Confirmation, the following cancellation conditions apply.

The recoverable amount shall be determined after deduction, where applicable, of:

- non-refundable supplier costs (see Section 8.4 and 8.5)
- non-refundable payment processing fees (see Section 8.6)
- reasonable administrative charges actually incurred by ALPAKAREISEN

8.3.1. Day Tours

Cancellation received	Refund of Recoverable Amount
More than 14 days before departure	Full refund
7–14 days before departure	50%
Less than 7 days before departure	No refund

Where third-party suppliers impose stricter cancellation conditions, those conditions shall prevail.

8.3.2. Multi-Day Tours

Multi-day tours require advance reservations with accommodation providers, transport operators, guides and other suppliers.

Cancellation charges increase as departure approaches because a greater proportion of the tour costs become non-recoverable.

Unless otherwise stated:

Cancellation received	Refund of Recoverable Amount
More than 30 days before departure	Full refund
15–30 days before departure	50%
Less than 15 days before departure	No refund

8.3.3. Private Tours

Private tours are individually designed and frequently require exclusive reservations, customized arrangements and advance commitments made specifically for the Customer.

Cancellation received	Refund of Recoverable Amount
More than 30 days before departure	50 %
15–30 days before departure	25 %
Less than 15 days before departure	No refund

Where exclusive services have already been confirmed, reserved or paid for, little or no refund may be available.

Outstanding Costs

Where the non-refundable costs incurred by ALPAKAREISEN exceed the amount already paid by the Customer (including any deposit), the Customer shall remain liable for the

outstanding balance. ALPAKAREISEN reserves the right to invoice and recover such outstanding amount in accordance with these Terms & Conditions.

8.3.4. Goodwill Alternatives

Notwithstanding the foregoing, ALPAKAREISEN may, at its sole discretion, offer one or more of the following instead of, or in addition to, a refund:

- alternative travel dates;
- a travel credit;
- a voucher for future travel;
- an alternative tour of comparable value; or
- another mutually agreed solution.

Any such offer shall be made solely at the discretion of ALPAKAREISEN, shall not constitute a contractual entitlement of the Customer, and shall not create a precedent for future bookings.

8.4. Government Permits and Entrance Tickets

Government permits and entrance tickets issued in the Customer's name are generally subject to the rules established by the issuing authority.

Unless the relevant authority expressly permits cancellation or refund, the following services are considered non-refundable once purchased:

- Inca Trail permits
- Machu Picchu entrance tickets
- Government-issued trekking permits
- Protected archaeological site permits
- Other government-issued entrance authorisations

ALPAKAREISEN has no authority to override government regulations concerning such permits.

8.5. Third-Party Services

Certain services included within the booked tour are provided by independent suppliers operating under their own cancellation conditions.

These services may include:

- Hotels
- Domestic flights
- International flights
- Train tickets
- Bus tickets
- River transport
- Restaurants
- Local community services
- Other suppliers
- Partner agencies and local operators

Refunds for such services shall depend upon the refund policies of the respective supplier.

Where a supplier refuses a refund, ALPAKAREISEN shall not be obliged to compensate the Customer for the unrecoverable amount.

8.6. Payment Processing Fees

Payment processing fees, bank charges, exchange rate losses and similar financial transaction costs are generally non-refundable.

Where such charges cannot be recovered by ALPAKAREISEN, they may be deducted from any refund payable to the Customer.

8.7. No-Show

A Customer who fails to arrive at the agreed meeting point, accommodation or departure location at the specified time without prior agreement shall be considered a **No-Show**.

No refund shall normally be granted in the event of a No-Show.

ALPAKAREISEN shall not be responsible for missed departures resulting from:

- delayed flights;
- missed connections;
- traffic delays;
- immigration procedures;
- personal circumstances;
- failure to follow the travel instructions provided.

8.8. Early Departure

Where a Customer voluntarily leaves a tour after it has commenced, no refund shall be payable for unused accommodation, transport, meals, entrance tickets, guide services or any other unused travel services.

8.9. Refund Procedure

Where a refund is payable under these Terms & Conditions, ALPAKAREISEN shall process the refund within a reasonable period after:

- the Customer's cancellation or ALPAKAREISEN's cancellation has been confirmed;
- the recoverable amount has been determined in accordance with these Terms & Conditions;
- all applicable supplier refunds, where relevant, have been received by ALPAKAREISEN; and
- any required banking, payment or verification procedures have been completed.

Unless otherwise agreed between the Customer and ALPAKAREISEN, refunds shall normally be processed using the original payment method, where available.

Where the original payment method is unavailable, no longer valid, or cannot reasonably be used, ALPAKAREISEN may process the refund by:

- bank transfer;
- travel voucher;
- travel credit; or
- another mutually agreed solution.

The Customer shall provide any information reasonably required to facilitate the refund. ALPAKAREISEN shall not be responsible for delays caused by incomplete, incorrect or missing payment information supplied by the Customer.

Refunds shall be made only to the Customer who made the original payment or to another person authorised by that Customer and accepted by ALPAKAREISEN, unless otherwise required by applicable law.

Any bank charges, currency conversion fees or other charges imposed by financial institutions in connection with the refund shall be borne by the Customer unless otherwise required by applicable law or expressly agreed by ALPAKAREISEN.

8.10. Voluntary Goodwill Refunds

Nothing in this Cancellation Policy shall prevent ALPAKAREISEN from offering a goodwill refund, travel credit or alternative travel arrangement where circumstances justify such action.

Any such offer shall be made entirely at ALPAKAREISEN's sole discretion and shall not constitute a contractual obligation, admission of liability or precedent for future bookings.

8.11. Relationship with Force Majeure

Cancellations arising from events of **Force Majeure** shall be governed by **Section 10 (Force Majeure)** unless otherwise stated in these Terms & Conditions.

Where government authorities or third-party suppliers impose separate cancellation conditions during a Force Majeure event, those conditions shall also apply.

8.12. Mandatory Statutory Rights

Section 19.3 (Mandatory Statutory Rights) shall apply equally to this Section.

9. Changes and Cancellation by ALPAKAREISEN

9.1. General

ALPAKAREISEN endeavours to operate all tours as described on its website and in the Final Booking Confirmation. However, due to the nature of travel, changes may occasionally become necessary before or during the tour.

ALPAKAREISEN reserves the right to make reasonable changes to the itinerary, accommodation, transport, activities, guides or other travel services where such changes are necessary for operational, safety, legal or other legitimate reasons.

Where reasonably possible, ALPAKAREISEN will inform the Customer of any changes as soon as practicable.

9.2. Minor Changes

Minor changes that do not materially affect the overall nature, quality or value of the booked tour may be made without giving the Customer the right to cancel the booking or claim compensation.

Minor changes may include, but are not limited to:

- changes to departure times;
- replacement of accommodation with accommodation of a comparable standard;
- substitution of transport providers or vehicles;
- replacement of guides;
- modification of the order of activities;
- alternative restaurants or meal locations;
- other comparable operational adjustments.

9.3. Significant Changes

Where ALPAKAREISEN considers it necessary to make a significant change before departure, the Customer shall be informed as soon as reasonably practicable.

Significant changes may include, but are not limited to:

- a substantial change to the itinerary;

- removal of a major attraction or activity;
- a significant reduction in the quality of accommodation;
- a material change to the tour duration;
- other changes that materially affect the nature of the booked tour.

Where reasonably possible, ALPAKAREISEN may offer the Customer one or more of the following options:

- acceptance of the revised itinerary;
- an alternative tour of comparable value;
- rescheduling to another departure date; or
- cancellation of the booking with a refund in accordance with this Section.

9.4. Cancellation by ALPAKAREISEN

ALPAKAREISEN reserves the right to cancel a booking where it becomes impossible or unreasonable to operate the booked tour.

Reasons for cancellation may include, but are not limited to:

- insufficient participant numbers, where a minimum group size is required;
- closure of attractions or protected areas;
- supplier insolvency or failure to perform;
- government orders or legal restrictions;
- safety or security concerns;
- operational circumstances beyond the reasonable control of ALPAKAREISEN; or
- events of Force Majeure as described in **Section 10**.

9.5. Refunds and Alternatives

The refund procedure set out in Section 8.9 shall apply equally to refunds under this Section.

9.6. No Compensation

Except where required by mandatory applicable law or expressly provided otherwise in these Terms & Conditions, ALPAKAREISEN shall not be liable for additional compensation, consequential losses or indirect damages arising from changes or cancellations resulting from:

- events of Force Majeure;
- government decisions or restrictions;
- actions, omissions or failures of third-party suppliers;
- safety considerations;
- operational circumstances beyond the reasonable control of ALPAKAREISEN.

Customers are encouraged to obtain appropriate travel insurance to cover such risks.

9.7. Mandatory Statutory Rights

Section 19.3 (Mandatory Statutory Rights) shall apply equally to this Section.

10. Force Majeure

10.1. Definition

For the purposes of these Terms & Conditions, **Force Majeure** means any event or circumstance beyond the reasonable control of ALPAKAREISEN that prevents, delays or significantly affects the performance of the booked travel services, despite ALPAKAREISEN taking all reasonable measures to avoid or mitigate its effects.

Force Majeure events may include, but are not limited to:

- natural disasters, including earthquakes, floods, landslides, volcanic eruptions and severe weather;
- epidemics, pandemics and public health emergencies;
- government actions, travel restrictions, border closures or changes in applicable laws or regulations;
- civil unrest, riots, demonstrations, political instability, acts of terrorism or war;
- strikes, lockouts or industrial action affecting transport or tourism services;

- closure of archaeological sites, national parks or protected areas by the competent authorities;
- interruption or failure of transport, utilities or essential infrastructure;
- other unforeseeable events beyond the reasonable control of ALPAKAREISEN.

10.2. Consequences of Force Majeure

Where a Force Majeure event occurs, ALPAKAREISEN shall use reasonable efforts to minimise the impact on the Customer and, where reasonably practicable, continue or modify the booked tour.

Depending on the circumstances, ALPAKAREISEN may:

- modify the itinerary;
- substitute accommodation, transport or activities with comparable services;
- delay the departure or continuation of the tour;
- suspend the tour temporarily;
- offer an alternative itinerary or travel date; or
- cancel the affected travel services where no reasonable alternative exists.

10.3. Customer Rights

Where a Force Majeure event results in a material change or cancellation of the booked tour, ALPAKAREISEN shall, where reasonably practicable, consult with the Customer regarding available alternatives.

Where applicable, the Customer may be offered:

- continuation of the modified tour;
- an alternative travel date;
- a travel credit;
- a travel voucher;
- a refund of recoverable amounts in accordance with these Terms & Conditions; or
- another mutually agreed solution.

The provisions of **Section 8.9** shall apply to any refund payable under this Section.

10.4. Additional Costs

Unless otherwise required by mandatory applicable law, ALPAKAREISEN shall not be responsible for additional costs arising directly or indirectly from a Force Majeure event.

Such costs may include, but are not limited to:

- additional accommodation;
- meals;
- transport;
- visa costs;
- passport renewal;
- medical expenses;
- communication costs; or
- other personal expenses.

Customers are strongly advised to obtain appropriate travel insurance covering Force Majeure events where available.

10.5. Limitation of Liability

Except where required by mandatory applicable law, ALPAKAREISEN shall not be liable for any delay, cancellation, loss, damage or additional expense resulting directly or indirectly from a Force Majeure event.

Nothing in this Section shall limit or exclude any mandatory statutory rights granted to the Customer under applicable law.

11. Health, Fitness and Medical Requirements

11.1. Customer Responsibility

The Customer is solely responsible for ensuring that they are physically and mentally fit to participate in the booked tour.

Certain tours offered by ALPAKAREISEN involve hiking, trekking, high altitude, remote locations, changing weather conditions and physically demanding activities. Customers should carefully consider the physical requirements of the selected tour before making a booking.

By confirming a booking, the Customer declares that they have considered the physical demands of the tour and reasonably believe themselves fit to participate.

11.2. Medical Conditions

Customers shall inform ALPAKAREISEN before making a booking, or as soon as reasonably practicable thereafter, of any medical condition, physical limitation, disability, pregnancy, allergy, dietary requirement or other circumstance that may reasonably affect their ability to participate safely in the booked tour or require adjustments to the booked services.

Customers who are aware of any medical condition, physical limitation, disability, pregnancy or other circumstance that may reasonably affect their participation are encouraged to contact ALPAKAREISEN before making a booking to obtain advice regarding the suitability of the selected tour.

If any relevant medical condition, pregnancy, injury or other circumstance arises or changes after the booking has been made and before or during the tour, the Customer must inform ALPAKAREISEN as soon as reasonably practicable.

Such information enables ALPAKAREISEN to assess whether the selected tour remains suitable and whether reasonable adjustments or alternative arrangements can be offered.

Failure to disclose relevant medical information or to notify ALPAKAREISEN of any material change may result in ALPAKAREISEN refusing participation, cancelling the booking or removing the Customer from the tour in accordance with **Section 11.10 (Refusal of Participation)**.

Where this results from the Customer's failure to disclose or update relevant medical information, the Customer shall not be entitled to compensation or refund, subject to any mandatory rights under applicable law.

11.3. High Altitude

Many tours operated by ALPAKAREISEN take place at elevations exceeding **2,500 metres above sea level**, with certain trekking routes reaching elevations above **5,000 metres**.

Customers acknowledge that travelling at high altitude may involve health risks, including Acute Mountain Sickness (Altitude Sickness), and that individual reactions cannot be predicted.

ALPAKAREISEN recommends that Customers familiarise themselves with the risks associated with high-altitude travel before departure and consult a qualified medical professional where appropriate.

11.4. Pregnancy

Customers who are pregnant, or who become pregnant before the commencement of the booked tour, are responsible for obtaining appropriate medical advice before travelling.

Certain tours may not be suitable during pregnancy due to high altitude, physical exertion, remote locations or limited access to medical facilities.

Customers who are pregnant or become pregnant after booking must inform ALPAKAREISEN as soon as reasonably practicable before the commencement of any tour classified by ALPAKAREISEN as anything other than "Easy".

All trekking tours offered by ALPAKAREISEN are generally considered unsuitable during pregnancy due to their physical demands, high altitude, remote locations and limited access to medical care. ALPAKAREISEN strongly advises against participation in any trekking tour during pregnancy. Where, despite this recommendation, ALPAKAREISEN agrees to the Customer's participation, the Customer does so entirely at their own risk and responsibility, subject to any mandatory rights under applicable law.

This enables ALPAKAREISEN to assess whether the selected tour remains suitable and whether reasonable adjustments or alternative arrangements can be offered.

Where a Customer informs ALPAKAREISEN of a pregnancy before the commencement of the tour, ALPAKAREISEN will, where reasonably practicable, first consider the Goodwill Alternatives described in Section 8.3.4 (Goodwill Alternatives) before refusing participation or cancelling the booking.

Where no reasonable alternative can be agreed, the booking shall be treated as a Customer-initiated cancellation and the provisions of Chapter 8 (Customer Cancellation Policy), including the applicable refund provisions and the refund procedure set out therein, shall apply.

ALPAKAREISEN reserves the right to refuse participation where, in its reasonable opinion or based on medical or safety considerations, participation may present an unacceptable risk to the Customer, the unborn child, other participants, staff or the successful operation of the tour.

Where participation is refused due to the Customer's failure to disclose a pregnancy that should reasonably have been disclosed under this Section, the refusal shall likewise be treated as a Customer-initiated cancellation, and the provisions of Chapter 8 (Customer Cancellation Policy) shall apply. No refund, compensation or other remedy shall be payable beyond the Customer's entitlement under Chapter 8, subject to any mandatory rights under applicable law.

11.5. Medication

Customers are responsible for bringing sufficient medication required for the entire duration of the tour together with any prescriptions or supporting medical documentation that may be required during international travel.

ALPAKAREISEN cannot guarantee the availability of replacement medication in Peru.

11.6. Infectious Diseases

Customers must not knowingly participate in a tour whilst suffering from a contagious illness that could reasonably endanger other participants, guides or staff.

Where a Customer becomes seriously ill during the tour, ALPAKAREISEN may arrange appropriate medical assistance or, where reasonably necessary, require the Customer to leave the tour for health and safety reasons.

Any resulting costs shall remain the responsibility of the Customer unless otherwise covered by insurance or required by applicable law.

11.7. Alcohol and Drugs

Customers must not participate in any activity whilst under the influence of alcohol, illegal drugs or medication that significantly impairs judgement or physical ability.

ALPAKAREISEN reserves the right to refuse participation in any activity where a Customer's condition may reasonably endanger themselves, other participants or staff.

No refund or compensation shall be payable where participation is refused for these reasons

11.8. Medical Emergencies

In the event of a medical emergency, ALPAKAREISEN shall make reasonable efforts to obtain appropriate medical assistance.

Customers acknowledge that many tours take place in remote areas where medical facilities, emergency transport and communication services may be limited.

Any medical treatment, evacuation, rescue, transportation or related costs shall remain the responsibility of the Customer unless otherwise covered by travel insurance or required by applicable law.

11.9. Emergency Contacts

Customers should provide ALPAKAREISEN with an emergency contact before the commencement of the tour.

Where reasonably necessary and appropriate, ALPAKAREISEN may contact the nominated emergency contact in the event of a medical emergency or other serious incident affecting the Customer.

11.10. Refusal of Participation

ALPAKAREISEN reserves the right to refuse participation, cancel a booking prior to departure or remove a Customer from a tour where this becomes necessary due to the Customer's health, medical condition, pregnancy, physical fitness, failure to disclose relevant information, or any other circumstance covered by this Chapter, where participation would, in the reasonable opinion of ALPAKAREISEN, present an unacceptable risk to the Customer, the unborn child, other participants, staff or the successful operation of the tour.

Any such refusal, cancellation or removal shall not be deemed a cancellation by ALPAKAREISEN under Chapter 9 (Changes and Cancellation by ALPAKAREISEN). Instead, it shall be treated as a Customer-initiated cancellation, and the provisions of Chapter 8 (Customer Cancellation Policy) shall apply, unless otherwise expressly provided in these Terms & Conditions or required by mandatory applicable law.

11.11. Customer Rights

The provisions of **Section 19.3 (Mandatory Statutory Rights)** shall apply equally to this Section.

12. Travel Insurance

12.1. Customer Responsibility

The Customer is solely responsible for obtaining and maintaining appropriate travel insurance for the full duration of the booked tour.

ALPAKAREISEN strongly recommends that Customers obtain comprehensive travel insurance appropriate for the nature of the booked tour and their personal circumstances.

12.2. Scope of Insurance

The Customer is responsible for ensuring that any travel insurance obtained provides suitable cover for the planned journey and activities.

Depending on the booked tour and the Customer's individual circumstances, appropriate insurance may include, but is not limited to:

- medical expenses;
- emergency medical evacuation;
- trip cancellation or interruption;
- personal accident;
- loss, theft or damage of personal belongings;
- personal liability; and
- search and rescue where applicable.

The Customer remains solely responsible for determining whether the insurance cover obtained is adequate for their individual needs.

12.3. Claims

Any insurance claim shall be made directly between the Customer and the insurance provider.

ALPAKAREISEN shall, upon reasonable request, provide available documentation relating to the booked tour that may reasonably assist the Customer in submitting an insurance claim.

12.4. No Liability

ALPAKAREISEN shall not be responsible for any loss, damage, expense or liability that would have been recoverable under appropriate travel insurance obtained by the Customer.

12.5. Customer Rights

The provisions of **Section 19.3 (Mandatory Consumer Rights)** shall apply equally to this Section.

13. Travel Documents and Entry Requirements

13.1. Customer Responsibility

The Customer is solely responsible for ensuring that they possess all documents required for the booked tour and for entry into, transit through and departure from Peru and any other country included in the itinerary.

Such documents may include, but are not limited to:

- a valid passport;
- visas;
- entry permits;
- vaccination certificates;
- customs declarations; and
- any other documents required by the competent authorities.

13.2. Passport Validity

The Customer is responsible for ensuring that their passport remains valid for the period required by the destination country and any transit countries.

ALPAKAREISEN strongly recommends checking the applicable passport validity requirements well before departure.

13.3. Visas and Entry Requirements

Visa requirements, immigration rules and entry conditions vary according to nationality and may change without notice.

The Customer is solely responsible for obtaining all required visas, permits and travel authorisations before departure.

Any information provided by ALPAKAREISEN regarding entry requirements is provided in good faith for general guidance only and does not constitute legal or immigration advice.

13.4. Health and Vaccination Requirements

The Customer is responsible for complying with all applicable health, vaccination and medical entry requirements imposed by the destination country or transit countries.

ALPAKAREISEN recommends consulting the relevant government authorities or a qualified travel medicine professional before travelling.

13.5. Failure to Meet Entry Requirements

Where a Customer is denied boarding, denied entry, refused a visa or otherwise prevented from participating in the booked tour due to missing, invalid or expired travel documents, failure to meet immigration requirements or failure to comply with applicable laws, the booking shall be treated as a **Customer-initiated cancellation**, and the provisions of **Chapter 8** (Customer Cancellation Policy) shall apply.

ALPAKAREISEN shall not be liable for any resulting losses, expenses or damages, subject to any mandatory rights under applicable law.

13.6. Changes to Entry Requirements

Government authorities may change immigration, customs, health or entry requirements at any time.

Customers are responsible for ensuring that they continue to comply with all applicable requirements up to and including the date of departure and throughout the duration of the tour.

13.7. Customs and Local Laws

Customers are responsible for complying with all applicable laws, customs regulations and official requirements of the countries visited during the tour.

ALPAKAREISEN shall not be responsible for any fines, penalties, confiscations, delays or other consequences arising from a Customer's failure to comply with such laws or regulations.

13.8. Customer Rights

The provisions of **Section 19.3** (Mandatory Statutory Rights) shall apply equally to this Section.

14. Customer Responsibilities

14.1. General Conduct

Customers are expected to behave responsibly, respectfully and in a manner that does not endanger themselves, other participants, guides, local communities, wildlife or the environment.

Customers shall comply with all reasonable instructions given by ALPAKAREISEN, tour guides, local authorities and service providers throughout the tour.

14.2. Compliance with Safety Instructions

Customers must comply with all health, safety and operational instructions provided before and during the tour.

Failure to follow reasonable safety instructions may result in the Customer being excluded from certain activities or, where necessary, removed from the tour without entitlement to compensation or refund, subject to any mandatory rights under applicable law.

14.3. Punctuality

Customers are responsible for arriving at all meeting points, transport departures and scheduled activities at the agreed times.

ALPAKAREISEN shall not be responsible for missed services resulting from a Customer's late arrival.

Any additional costs arising from such delays shall be borne by the Customer.

14.4. Respect for Local Communities and Culture

Customers are expected to respect the customs, traditions, religious sites, local communities and cultural heritage of the destinations visited.

Behaviour that is offensive, discriminatory, abusive or otherwise inappropriate may result in the Customer being asked to modify their behaviour or, where necessary, being removed from the tour.

14.5. Environmental Responsibility

Customers are expected to help preserve Peru's natural and cultural heritage by acting responsibly throughout the tour.

Customers shall comply with all environmental regulations, protected area rules and instructions provided by ALPAKAREISEN, tour guides or local authorities, including those relating to waste disposal, wildlife protection and conservation.

Customers are responsible for all waste generated by them during the tour. Where waste disposal facilities are not immediately available, Customers must retain their waste until it can be disposed of appropriately, for example in a designated waste bin or through waste collection arranged by the tour guide.

Littering is strictly prohibited. Customers must not dispose of or leave any waste at any location during the tour. All waste generated by the Customer must be retained until it can be disposed of responsibly using appropriate waste disposal facilities or waste collection arranged by the tour guide, where available.

Failure to comply with this Section may result in the Customer being required to rectify the situation, bear any resulting costs or, in serious or repeated cases, be removed from the tour in accordance with **Section 0** Customers are responsible for any loss or damage caused through their negligent, reckless or intentional acts or omissions.

Any damage to accommodation, vehicles, equipment, archaeological sites, property or other facilities must be reported immediately to the tour guide or another authorised representative of ALPAKAREISEN.

Customers shall cooperate fully in documenting the incident and, where reasonably requested, provide all relevant information required for insurance claims or investigations.

ALPAKAREISEN reserves the right to recover any reasonable costs, losses, expenses or liabilities arising from such damage, including costs charged by third-party service providers where applicable.

Removal from the Tour-

14.6. Alcohol and Illegal Drugs

The possession, use or distribution of illegal drugs is strictly prohibited.

Customers must not participate in activities whilst under the influence of alcohol or any substance that may impair their judgement or ability to participate safely.

ALPAKAREISEN reserves the right to refuse participation or remove a Customer from the tour where their behaviour presents a safety risk.

14.7. Damage Caused by the Customer

Customers are responsible for any loss or damage caused through their negligent, reckless or intentional acts or omissions.

Any damage to accommodation, vehicles, equipment, archaeological sites, property or other facilities must be reported immediately to the tour guide or another authorised representative of ALPAKAREISEN.

Customers shall cooperate fully in documenting the incident and, where reasonably requested, provide all relevant information required for insurance claims or investigations.

ALPAKAREISEN reserves the right to recover any reasonable costs, losses, expenses or liabilities arising from such damage, including costs charged by third-party service providers where applicable.

14.8. Removal from the Tour

ALPAKAREISEN reserves the right to refuse participation or remove a Customer from the tour where the Customer:

- seriously or repeatedly breaches these Terms & Conditions;
- endangers themselves or others;
- behaves in a violent, abusive, threatening or discriminatory manner;
- fails to comply with reasonable instructions;
- causes significant disruption to the tour; or

- commits an illegal act.

Where a Customer is removed from the tour for the reasons set out above, the booking shall be treated as a **Customer-initiated cancellation**, and the provisions of **Chapter 8** Customer Cancellation Policy shall apply.

Any additional accommodation, transport or repatriation costs shall remain the responsibility of the Customer.

14.9. Complaints During the Tour

Customers should report any complaint or issue to the tour guide or ALPAKAREISEN as soon as reasonably practicable, allowing ALPAKAREISEN a reasonable opportunity to resolve the matter during the tour.

Failure to report a complaint promptly may affect ALPAKAREISEN's ability to investigate or remedy the issue

14.10. Acceptance of Inherent Risks

Customers acknowledge that adventure travel, trekking and outdoor activities involve inherent risks that cannot be completely eliminated.

Such risks may include:

- high altitude;
- difficult terrain;
- rapidly changing weather conditions;
- wildlife;
- remote locations;
- transportation delays; and
- limited access to medical facilities.

By participating in the booked tour, Customers acknowledge these inherent risks and accept responsibility for risks that cannot reasonably be avoided despite ALPAKAREISEN taking appropriate safety measures.

14.11. Customer Rights

The provisions of 19.3 Mandatory Statutory Rights shall apply equally to this Section.

15. Liability

15.1. General

ALPAKAREISEN shall perform the booked travel services with reasonable care and skill and shall use reasonable efforts to ensure that the services provided correspond substantially to the confirmed booking.

Nothing in these Terms & Conditions shall exclude or limit any liability that cannot lawfully be excluded or limited under applicable law.

15.2. Limitation of Liability

Except where liability cannot lawfully be excluded or limited, ALPAKAREISEN shall not be liable for any indirect, incidental, consequential or special losses, including but not limited to:

- loss of enjoyment;
- loss of income;
- loss of profits;
- business interruption;
- loss of opportunity; or
- consequential financial losses.

15.3. Circumstances Beyond ALPAKAREISEN's Control

ALPAKAREISEN shall not be liable for losses, delays or additional expenses arising directly or indirectly from:

- events of Force Majeure (see Chapter 10);

- government actions or restrictions;
- strikes or industrial action;
- road closures or transport disruption;
- weather conditions;
- acts or omissions of third parties beyond the reasonable control of ALPAKAREISEN; or
- circumstances caused by the Customer.

15.4. Personal Property

Customers are solely responsible for their personal belongings throughout the tour.

ALPAKAREISEN shall not be liable for the loss, theft or damage of personal belongings unless such loss or damage results directly from the negligence or wilful misconduct of ALPAKAREISEN.

Customers are advised not to leave valuables unattended at any time.

15.5. Third-Party Services

Certain services forming part of the booked tour are provided by independent third-party suppliers.

While ALPAKAREISEN exercises reasonable care in selecting such suppliers, ALPAKAREISEN shall not be liable for their acts, omissions or failures except where such liability arises under applicable law or results from ALPAKAREISEN's own negligence.

15.6. Customer's Duty to Mitigate Loss

Customers shall take reasonable steps to minimise any loss, damage or additional expense arising during the tour.

Failure to do so may reduce any entitlement to compensation to the extent permitted by applicable law.

15.7. Maximum Liability

Except where mandatory applicable law provides otherwise, the total liability of ALPAKAREISEN arising out of or in connection with the travel services booked through ALPAKAREISEN under these Terms & Conditions shall not exceed the total amount paid by the Customer to ALPAKAREISEN for the affected travel services.

This limitation shall not apply to liability arising from fraud, wilful misconduct or any liability that cannot lawfully be excluded or limited.

15.8. Customer Rights

The provisions of **Section 19.3** Mandatory Statutory Rights shall apply equally to this Section.

16. Complaints and Claims

16.1. Reporting During the Tour

If the Customer believes that any part of the booked travel services has not been provided as agreed, the Customer should inform the tour guide or ALPAKAREISEN as soon as reasonably practicable during the tour.

This enables ALPAKAREISEN to investigate the matter and, where reasonably possible, resolve the issue during the tour.

16.2. Written Complaints

If a complaint cannot be resolved during the tour, the Customer should submit a written complaint to ALPAKAREISEN **within 30 calendar days after the completion of the affected travel service provided by ALPAKAREISEN.**

The complaint should include, where available:

- the booking reference;
- the Customer's contact details;
- a description of the complaint;

- the dates and locations concerned;
- photographs or other supporting evidence; and
- details of any losses or expenses claimed.

Where the Customer is prevented from submitting a complaint within the above period due to serious illness, incapacity or another exceptional circumstance beyond the Customer's reasonable control, the complaint shall be submitted as soon as reasonably practicable after the relevant circumstance has ceased. The Customer may be required to provide reasonable evidence of such circumstances.

16.3. Cooperation

The Customer shall cooperate reasonably with ALPAKAREISEN during the investigation of any complaint and provide any information or supporting documentation reasonably requested.

ALPAKAREISEN shall likewise cooperate in reviewing the complaint and will make reasonable efforts to respond within a reasonable period.

16.4. Failure to Report

Failure to report a complaint during the tour, where it would reasonably have been possible to do so, may reduce ALPAKAREISEN's ability to investigate or remedy the issue and may be taken into account when assessing any subsequent claim, to the extent permitted by applicable law.

16.5. Settlement of Complaints

Where appropriate, ALPAKAREISEN may seek to resolve complaints through one or more of the following:

- corrective action during the tour;
- replacement services;
- a partial refund;
- a travel credit;
- a travel voucher; or
- another mutually agreed solution.

Nothing in this Section obliges ALPAKAREISEN to provide any particular remedy where such remedy is not required by these Terms & Conditions or applicable law.

16.6. Limitation

Nothing in this Chapter shall affect the Customer's mandatory statutory rights or remedies under applicable law.

The provisions of **Section 19.3** Mandatory Statutory Rights shall apply equally to this Section.

17. Intellectual Property

17.1. Ownership

Unless otherwise stated, all content published by ALPAKAREISEN, including but not limited to:

- text;
- itineraries;
- photographs;
- videos;
- graphics;
- maps;
- logos;
- trademarks;
- designs;
- downloadable documents; and
- other materials,

is owned by or licensed to ALPAKAREISEN and is protected by applicable intellectual property laws.

17.2. Permitted Use

Customers may access, download and print materials provided by ALPAKAREISEN solely for their personal, non-commercial use in connection with their booked travel services.

No ownership or intellectual property rights are transferred to the Customer through such use.

17.3. Prohibited Use

Without the prior written consent of ALPAKAREISEN, Customers and third parties shall not:

- copy;
- reproduce;
- modify;
- publish;
- distribute;
- sell;
- commercially exploit; or
- create derivative works from

any content belonging to ALPAKAREISEN, except where permitted by applicable law.

17.4. Customer Content

Customers remain the owners of photographs, videos or other materials created by them during the tour.

Where Customers voluntarily provide photographs, videos, reviews or testimonials to ALPAKAREISEN for marketing or promotional purposes, the Customer grants ALPAKAREISEN a non-exclusive, worldwide, royalty-free licence to use, reproduce, publish and display such materials for marketing and business purposes unless otherwise agreed in writing.

Customers may withdraw such permission at any time for future use by notifying ALPAKAREISEN in writing. Such withdrawal shall not affect materials already lawfully published before receipt of the request.

17.5. Third-Party Intellectual Property

Some materials displayed by ALPAKAREISEN may belong to third parties and are used under licence or with permission.

Such materials remain the intellectual property of their respective owners.

17.6. Customer Rights

The provisions of **Section 19.3** Mandatory Statutory Rights shall apply equally to this Section.

18. Privacy and Data Protection

18.1. Collection and Processing of Personal Data

ALPAKAREISEN collects and processes personal data only to the extent necessary for providing the booked travel services, fulfilling contractual obligations, complying with applicable legal requirements and improving its services.

18.2. Privacy Policy

The collection, storage, use and protection of personal data are governed by the ALPAKAREISEN Privacy Policy, which forms an integral part of these Terms & Conditions.

The current Privacy Policy is available on the ALPAKAREISEN website.

18.3. Sharing of Personal Data

Where necessary for the performance of the booked travel services, ALPAKAREISEN may share relevant personal data with third-party service providers, including accommodation providers, transport companies, local guides, government authorities and payment service providers.

Personal data shall only be shared to the extent reasonably necessary for providing the booked services or complying with legal obligations.

18.4. Customer Rights

The provisions of **Section 19.3** Mandatory Statutory Rights shall apply equally to this Section.

19. Governing Law and Jurisdiction

19.1. Governing Law

These Terms & Conditions and any booking made with ALPAKAREISEN shall be governed by and construed in accordance with the laws of the Republic of Peru.

19.2. Jurisdiction

Subject to any mandatory provisions of applicable law, the courts of the Republic of Peru shall have exclusive jurisdiction over any dispute arising out of or in connection with these Terms & Conditions or the travel services provided by ALPAKAREISEN.

19.3. Mandatory Statutory Rights

Nothing in this Cancellation Policy shall limit or exclude any mandatory rights or remedies granted to the Customer under applicable law. Where mandatory provisions of Peruvian law or other applicable consumer protection legislation provide greater protection than these Terms & Conditions, those mandatory provisions shall prevail to the extent required by law.

20. General Provisions

20.1. Entire Agreement

These Terms & Conditions, together with the Booking Confirmation, Final Booking Confirmation, Privacy Policy, Cookie Policy and any other documents expressly incorporated by reference,

constitute the entire agreement between the Customer and ALPAKAREISEN relating to the booked travel services.

20.2. Severability

If any provision of these Terms & Conditions is held to be invalid, unlawful or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

The invalid or unenforceable provision shall, where possible, be replaced by a valid provision that most closely reflects the original commercial intention.

20.3. Waiver

Failure or delay by ALPAKAREISEN in exercising any right or remedy under these Terms & Conditions shall not constitute a waiver of that right or remedy.

20.4. Amendments

ALPAKAREISEN reserves the right to amend these Terms & Conditions from time to time.

The version applicable to a booking shall be the version in force on the date the Customer receives the **Final Booking Confirmation**, unless a later amendment is required by mandatory applicable law.

20.5. Language

These Terms & Conditions are drafted in the English language.

Where translated versions are provided for convenience, the English version shall prevail in the event of any inconsistency or ambiguity, unless mandatory applicable law requires otherwise.

20.6. Contact Information

ALPAKAREISEN is operated by **ALPAKA REISEN E.I.R.L.**, a company duly registered in the Republic of Peru and authorised to operate as a tourism operator.

Company Name: ALPAKA REISEN E.I.R.L.

Commercial Name: ALPAKAREISEN

Registered Tourism Operator: Registered with the Regional Government of Cusco (GERCETUR) as a Tourism Operator.

RUC: 20609406225

Registered Office: Asociación La Floresta S/N, Urubamba, Cusco, Peru

Website: <https://alpakareisen.com>

Email: info@alpakareisen.com

Telephone / WhatsApp: +51 921 204 047

Customers may contact ALPAKAREISEN using the above contact details regarding bookings, customer support, complaints or any matter relating to these Terms & Conditions.