

Terms and Conditions of PaRa Travels BV

Article 1 – Definitions

In these general terms and conditions, the following terms shall have the following meanings, unless expressly stated otherwise or if the context indicates otherwise (words in the singular also indicate the plural and vice versa):

PaRa Travels:	the user of these general terms and conditions, being PaRa Travels B.V., located at (5216 AG) 's-Hertogenbosch, the Netherlands, at Philips de Tweedestraat 1, and registered in the trade register of the Dutch Chambers of Commerce under number 86145347;
Service:	a service provided by PaRa Travels to its Customer;
Customer:	the counterparty of PaRa Travels and the legal entities that belong to that counterparty's group;
Quotation:	an offer by PaRa Travels, including but not limited to quotations and price lists as well as relevant information contained in mailings of PaRa Travels or mentioned on the Website;
Agreement:	the arrangements between PaRa Travels and the Customer;
Rates:	rates, surcharges or shipping costs charged by Carriers at any given time;
Carrier:	the carrier engaged by PaRa Travels on behalf of the Customer for the delivery of Services;
Website:	https://para-travels.com/

Article 2 – General

- 2.1. These general terms and conditions apply to all current and future Agreements and/or acts performed by PaRa Travels, with exclusion of any general terms and conditions of the Customer.
- 2.2. The applicability of other general terms and conditions, whether or not used by a Customer, including purchasing conditions, is expressly rejected, even if the Customer has previously referred to such conditions. Any declaration of applicability of (part of) general terms and conditions other than the general terms and conditions of PaRa Travels is subject to the prior written acceptance thereof by PaRa Travels. If and insofar as other general terms and conditions are (also) applicable, the general terms and conditions of PaRa Travels shall prevail in the event of any conflict.
- 2.3. Deviations from these general terms and conditions are only valid if they are explicitly confirmed in writing by PaRa Travels. Any deviations from these general terms and conditions applied or tolerated by PaRa Travels at any time for the benefit of a (potential) Customer will never give the Customer the right to rely on them later, or to claim the application of such a deviation as fixed.
- 2.4. Interim unilateral changes to these general terms and conditions by PaRa Travels are permitted at all times. The Customer is entitled to terminate the Agreement in the event of interim changes to these general terms and conditions, without PaRa Travels being liable to pay any form of compensation to the Customer.
- 2.5. If any provision of these general terms and conditions should be invalid, void or unenforceable or should be declared or be destroyed, then this will not affect the validity of the other provisions of these general terms and conditions. In that case the parties will consult and further agree in such a way that the provision concerned will be replaced by valid, enforceable and legally binding provisions, with as much as possible the same purport as the original provision.
- 2.6. Any claims of the Customer against PaRa Travels shall not be assignable, pledgeable or otherwise subject to encumbrance or transfer under any title. These restrictions shall apply both under property law and under the law of obligations.
- 2.7. The current version of these general terms and conditions can be accessed through the Website. It may be downloaded, printed and/or saved on a data carrier. PaRa Travels will also provide or re-provide these general terms and conditions free of charge upon first request.

Article 3 – Conclusion of the Agreement

- 3.1. The presentation of PaRa Travels' Services on the Website is only a non-binding invitation for the Customer to order the Services from PaRa Travels. No rights may be derived from the presentation of the Services.
- 3.2. All Quotations of PaRa Travels are without obligation and can be revoked without form, even after acceptance by the Customer.
- 3.3. The Agreement, as well as amendments and additions thereto, are only binding for PaRa Travels if they have been confirmed in writing by PaRa Travels. The Agreement is only valid if it has been confirmed or signed by an authorised representative on the part of PaRa Travels. Any promises made by representatives of PaRa Travels are not binding on PaRa Travels unless and as soon as they have been confirmed by PaRa Travels in writing. An acceptance of an offer that differs from the contents of the offer is considered to be a rejection of the original offer and as a new offer that does not bind PaRa Travels. This also applies if the acceptance deviates from the Quotation only on minor points. Agreements are entered into under the suspensive condition that the information to be obtained by PaRa Travels shows that the Customer is sufficiently creditworthy.

- 3.4. Agreements cannot be cancelled by the Customer without PaRa Travels' written consent, unless the parties agree in writing on the compensation that the Customer will owe PaRa Travels in the event of a cancellation of the Agreement accepted by PaRa Travels.
- 3.5. The date of departure and/or route of the Service can be changed by the Customer after making the reservation/deposit. There will be a €50 per person fee to make the change, except if the change is made in the 48 hours prior to the delivery of the Service, in which case the change will cost €100 per person. The fee excludes the regular costs of the new Service that have to be made. Changes can only be made in case of availability for the changed Service.
- 3.6. Obvious mistakes, including but not limited to printing, typesetting or programming errors, in the Quotations or on the Website discharge PaRa Travels from its obligation to perform, as well as from the obligation to compensate any damage resulting from those mistakes, also after the Agreement has been concluded.
- 3.7. If several Services are offered in an Quotation and a price is quoted for each (group of) Service(s), the Quotation is only valid as a whole and the Customer does not have the right to accept only part of the Services offered at the price quoted for them. Quotations apply only to the Services specifically mentioned therein and not to future orders, sales or deliveries.
- 3.8. If the Agreement is not laid down in writing and PaRa Travels nevertheless commences performance of the Agreement with the consent of the Customer, the contents of the Quotation shall be deemed to constitute an Agreement.
- 3.9. PaRa Travels is entitled to cancel the Agreement up to the moment that delivery of the Services have taken place, if it considers there to be valid reasons for doing so (such as – but not limited to – Customer's unsuitability because of age, health, poor fitness, intoxication etc or local weather conditions or political climate) , without any form of compensation being due. Cancellation shall be effected by written notification.

Article 4 – Execution of the Agreement

- 4.1. PaRa Travels acts according to the special scheme for travel agents (*Bijzondere regeling voor reisbureaus*). PaRa Travels is a travel agency. Therefore, it does not organise the trips itself but it acts as a mediator between travellers and local agencies such as ATP S.R.L. All Imperio Travel Peru. PaRa Travels' obligation to provide Services consists of an effort to the best of its ability, based on the information provided by the Customer and the nature of the order.
- 4.2. PaRa Travels is never in default by the mere expiry of a term, including the delivery term. A written notice of default (*ingebrekestelling*) is always required, in which PaRa Travels is given a reasonable term to fulfil its obligations. PaRa Travels is authorized to make partial deliveries.
- 4.3. If and as soon as PaRa Travels is unable to perform the Agreement in the agreed and/or usual manner due to impediments of the Customer or any other cause attributable to the Customer, the Customer is obliged to reimburse PaRa Travels for the costs incurred and loss suffered as a result.
- 4.4. Unless otherwise agreed in writing, the Services delivered by PaRa Travels are at the Customer's risk.
- 4.5. The Customer is obliged to provide PaRa Travels with his address and contact details via the Website. After PaRa Travels has received these data, the Customer will receive further information from PaRa Travels as soon as possible. The delivery times stated by PaRa Travels are indicative and do not qualify as deadlines. Stated delivery times only take effect when the Agreement has actually been concluded, agreement has been reached on all details and after PaRa Travels disposes of all details necessary for the execution of the work.
- 4.6. The delivery time is based on the circumstances prevailing at the time the Agreement was concluded. If a delay occurs as a result of a change in these circumstances, the delivery time will automatically be extended accordingly, without prejudice to the provisions below regarding force majeure.
- 4.7. Without the Customer's consent, PaRa Travels is entitled to outsource the execution of the Agreement or parts thereof to/or to have it executed by (local) third parties and to charge the related costs to the Customer.
- 4.8. Each Agreement implies the authority of PaRa Travels to engage (local) third parties, including but not limited to Carriers and to accept the Rates and any limitations of liability of those third parties also on behalf of the Customer. PaRa Travels is not liable for the choice of these third parties, for any shortcomings of these third parties or for any damage of whatever nature or for whatever reason caused by these third parties, regardless of what the liability is based on, except for intent or conscious recklessness of the management of PaRa Travels. The effect of article 6:76 Dutch Civil Code is excluded.
- 4.9. PaRa Travels is entitled to put the Website temporarily out of commission for maintenance purposes.

Article 5 – Obligations of the Customer

- 5.1. If the Customer's (billing) address, e-mail address and/or other details change, the Customer is obliged to inform PaRa Travels of this in writing in good time, i.e. prior to the change.
- 5.2. The Customer is obliged to timely disclose to PaRa Travels all facts and circumstances that may be of importance for a correct execution of the Service, including but not limited to any medical condition or medicine that may be relevant, as well as all data and information requested by PaRa Travels. The

- Customer shall indemnify PaRa Travels for any damage suffered as a result of the failure to communicate this information or to do so in a timely manner.
- 5.3. The Customer is responsible for the equipment and other necessities which are required to make use of the Service.
 - 5.4. The Customer is obliged to have a valid health insurance at the time of delivery of the Service(s). Upon request the Customer is obliged to show proof. If the Customer does not have a valid health insurance, PaRa Travels is entitled to exclude the Customer from participation in the Service, without being liable for any compensation. The Customer shall indemnify PaRa Travels against all damages resulting from not having valid health insurance. PaRa Travels strongly recommends having a travel insurance. Medical coverage purchased with the travel insurance will also satisfy the requirement for health insurance.
 - 5.5. The Customer shall indemnify PaRa Travels against all costs, damages and interest which may arise as a result of claims by third parties, for whatever reason, whether or not (also) against the Customer, in respect of incidents, acts or omissions, whether or not during or in connection with the performance of the Agreement, or in connection with defects in the goods of the Customer. The Customer is obliged to insure himself for this and to keep insured and to provide PaRa Travels with a copy of the relevant policies on demand. Any liability of PaRa Travels for claims of third parties against the Customer is excluded, regardless of what the liability is based on.
 - 5.6. The Customer is obliged to give PaRa Travels all cooperation that is useful or reasonably necessary for the delivery of the Service.

Article 6 – Prices and Tariffs

- 6.1. Unless otherwise agreed or indicated in writing, all prices quoted by PaRa Travels at any time are inclusive of VAT and other taxes or duties.
- 6.2. PaRa Travels offers the lowest prices guaranteed for pre-booked tours on the internet. This means that if you find online a tour elsewhere from a legal company registered at the Chamber of Commerce, with the exact same activities included as the ones from the same PaRa Travels tour, you can do this tour for the same price at the Travel Bureau PaRa Travels.
- 6.3. The Customer is obliged to reimburse PaRa Travels for all Rates charged by Carriers to PaRa Travels in connection with the Agreement even if this occurs after delivery or termination of the Agreement.
- 6.4. The Customer may submit a claim to a Carrier. PaRa Travels will do its best to ensure that the Customer's claim is accepted by the Carrier. PaRa Travels has a best efforts obligation in this respect. PaRa Travels will pay to the Customer that which the Carrier reimburses in connection with a claim. The submission of a claim by the Customer, the acceptance or non-acceptance by the Carrier of a Customer's claim and/or the payment or non-payment of compensation by the Carrier do not detract from or suspend the Customer's obligation under article 6.3 above.
- 6.5. All prices are based on the taxes, levies and other price-determining factors applicable at the time the Agreement is concluded.
- 6.6. PaRa Travels expressly reserves the right to change its prices if and insofar as price-determining factors, including but not limited to the factors referred to in article 6.5 above, give cause to do so.
- 6.7. A price change will not take effect until after the Customer has been informed of it in writing. In case of interim price changes, the Customer has the right to terminate the Agreement, without PaRa Travels being liable to pay any form of compensation to the Customer.
- 6.8. If the Agreement is extended or changed at the Customer's request or if there are unforeseen circumstances, this may lead to additional costs. PaRa Travels will inform the Customer as soon as possible about the additional costs. Except in case of an emergency, PaRa Travels will only start work that involves additional costs after the Customer has agreed to it.

Article 7 – Payment

- 7.1. When booking a Service on the Website, PaRa Travels is entitled to require the full payment. The amount of the payment varies for each Service and is stated on the Website. Any possible remaining amount will be paid by the Customer at the information meeting in Cusco. Unless otherwise agreed in writing, the payment shall be made on the day of the invoice, but in any case at least within eight (8) days of the invoice date, and before the information meeting in Cusco or 24 hours prior to delivery of the Service (in case no information meeting will take place). No Service(s) can be reserved until the total amount has been paid in full. If the total amount has not been paid in full at the information meeting in Cusco, the Customer will be in default by the mere expiry of the term, without any summons or notice of default being required.
- 7.2. If PaRa Travels has not received payment within the term referred to in paragraph 1 of this article, the Customer is obliged to pay PaRa Travels an interest equal to the statutory commercial interest rate ex Article 6:119a of the Dutch Civil Code plus 2% and all claims of PaRa Travels on the Customer, for whatever reason, shall be immediately due and payable in full. For the calculation of the interest on the amount due, a part of a month will be counted as a full month.
- 7.3. If PaRa Travels has not received payment within the term referred to in paragraph 1 of this article, PaRa Travels is entitled to suspend the fulfilment of its obligations towards the Customer until payment has been

- made. If, as soon as and for as long as the Customer does not fulfil its payment obligations towards PaRa Travels in time, PaRa Travels is entitled to deny the Customer access to the Services.
- 7.4. If PaRa Travels has not received payment within the period referred to in paragraph 1 of this Article, the Customer is obliged to reimburse PaRa Travels for all costs incurred by PaRa Travels (in collecting the outstanding amounts), in particular:
- a: declarations of attorney(s) in respect of their work, both in and out of court, also insofar as they exceed amounts liquidated by the court, costs of bailiffs, agents and collection agencies, as well as all execution costs. The extrajudicial costs are fixed at 15% of the principal sum, with a minimum of €150;
 - b: the costs of bankruptcy petition;
 - c: (additional) costs that PaRa Travels has to make for cancellation or suspension of the Service.
- 7.5. Payments made by the Customer shall always serve to settle all costs and interest owed and subsequently the longest outstanding payable invoices, even if the Customer states that the payment relates to a later invoice. All payments shall be made without any deduction, discount or set-off.
- 7.6. PaRa Travels shall always be entitled, also during the execution of an Agreement and regardless of whether one or more due invoices have not been paid in full, to demand advance payment in full or a bank guarantee, or at least an equivalent security, as guarantee for the payment of the amount due. The Customer is then obliged to comply with this. In that case PaRa Travels is also entitled to suspend the fulfilment of its obligations towards the Customer until full payment has been made or security provided. This also applies if PaRa Travels has reasons to doubt the Customer's willingness to pay and/or creditworthiness. If the Customer refuses to comply with what PaRa Travels demands, PaRa Travels is free to regard the Agreement as terminated (*beëindigd*), without prejudice to its rights to compensation for all damages, costs and loss of profit.
- 7.7. If at any time an attachment is made at the expense of the Customer, the Customer will report this to PaRa Travels within 24 hours.
- 7.8. Any appeal by the Customer to set-off or suspension is explicitly excluded, unless PaRa Travels agrees in advance in writing to a specific suspension or set-off and the claim in respect of which the suspension or set-off is granted has been unconditionally acknowledged by PaRa Travels in writing.

Article 8 – Force majeure

- 8.1. In the event that PaRa Travels is unable to fulfil its obligations by virtue of the Agreement, including any agreed warranty obligations, due to force majeure or any other extraordinary circumstance, including but not limited to fire, strikes, stagnation in the supply of products or services, internet or computer failures, measures imposed by any government, unexpected defects and/or failures on the part of PaRa Travels or on the part of Carriers or its suppliers, or a shortcoming in the performance by a third party or Carrier engaged by PaRa Travels, PaRa Travels shall be entitled to execute the Agreement in whole or in part at a later date.
- 8.2. In the event of an immediately recognisable permanent force majeure or if the force majeure has lasted longer than three days (or longer than the Customer's stay in Peru), the Customer is entitled to dissolve the Agreement wholly or partly, without PaRa Travels being liable to pay any form of compensation to the Customer. It is up to decide by PaRa Travels if in a particular case a trip credit equal to the full amount paid will be issued.
- 8.3. The COVID-19 insurance can be added to your Services and covers all incurred and outstanding costs associated with the booked Service(s). This does not include the costs of the insurance itself. In the event of unexpected absence due to COVID-19 (i.e. not being able to travel due to country regulations, state of lockdown in the country of destination, etc.), the outstanding costs will be waived and the paid deposit will be refunded to Customer. In particular, this insurance does not cover other reasons for unexpected absence, such as illnesses including COVID-19, missed transport, etc. The costs for this insurance differs per Service. Further information about this insurance and the costs can be found on the Website.

Article 9 – Liability

- 9.1. PaRa Travels is only liable for a shortcoming in the fulfilment of the Agreement in the event that the shortcoming is caused by serious negligence on the part of PaRa Travels, or because PaRa Travels has acted incorrectly, for which it can be seriously blamed.
- 9.2. PaRa Travels is under no circumstances liable if the Customer has not, not completely and/or not properly followed the advice and/or instructions given by PaRa Travels and/or the third parties/Carriers engaged by it, irrespective of what the liability is based on.
- 9.3. PaRa Travels is under no circumstances liable for damage if the Customer has insured himself against this damage, or could reasonably have insured himself, regardless of what the liability is based on. The Customer indemnifies PaRa Travels against claims from insurers in this respect.
- 9.4. PaRa Travels is never liable for consequential damage, including but not limited to loss of profit, lost savings, immaterial damage, company or environmental damage, irrespective of what the liability is based on.

- 9.5. Any claim of the Customer against PaRa Travels will lapse if after a period of one (1) year after the claim a legal action on the merits has not been brought by the Customer against PaRa Travels. At the risk of forfeiting any claim for compensation, the Customer must report claims for compensation to PaRa Travels in writing, no later than within three (3) months after the Customer has discovered or could have discovered the damage.
- 9.6. If and insofar, despite what is stated in this article, PaRa Travels is liable for any damage to goods, this liability is limited to the repair and replacement costs up to the principal sum as stated on the invoice concerned. In case of damage to persons and in all other cases, PaRa Travels' liability is at all times limited to the payment made by the liability insurance taken out by PaRa Travels, increased by the excess amount PaRa Travels bears under this liability insurance. If and insofar as for any reason whatsoever no payment is made under such insurance, the total liability, regardless of what it is based on, is at all times limited to the amount charged by PaRa Travels in connection with the Agreement concerned, with a maximum of € 5.000,--.
- 9.7. To the extent that third parties/Carriers engaged by PaRa Travels for the performance of the Agreement limit their liability in connection therewith, all Agreements with PaRa Travels shall include the authority of PaRa Travels to accept such limitations of liability also on behalf of the Customer. Any own liability of PaRa Travels for unexpected shortcomings of these engaged third parties/Carriers is excluded.
- 9.8. PaRa Travels is under no circumstances liable for damages resulting from the (temporary) unavailability of the Website or a Service, regardless of what the liability is based on.
- 9.9. The provisions of this article do not apply if the damage is the result of intent or deliberate recklessness on the part of PaRa Travels' management.

Article 10 – Complaints

- 10.1. The Customer can no longer invoke the fact that what has been delivered does not comply with the Agreement if he has not informed PaRa Travels of this in writing within eight (8) days of receipt. PaRa Travels is not obliged to deal with complaints concerning minor deviations.
- 10.2. If and insofar as PaRa Travels establishes that the delivered Services do not comply with the Agreement, PaRa Travels will - at its discretion - deliver new or additional Services or apply a (proportional) reduction of the purchase price.
- 10.3. Complaints regarding invoices sent by PaRa Travels must be made by the Customer to PaRa Travels in writing within eight (8) days after the date of the invoice. After the expiry of that term, objections can no longer be dealt with and the Customer has waived his (alleged) rights.

Article 11 – Suspension and dissolution (*opschorting en ontbinding*)

- 11.1. If, as soon as and for as long as the Customer fails to fulfil one or more of its obligations towards PaRa Travels pursuant to an Agreement with PaRa Travels and/or these general terms and conditions, or fails to do so properly or in good time, PaRa Travels is entitled to suspend its obligations towards the Customer wholly or in part. In such a case, the Customer is obliged to compensate all damage suffered by PaRa Travels as a result, including but not limited to loss of profit. If and when the Customer is in default, PaRa Travels has the right to terminate (*beëindigen*) the Agreement with the Customer in whole or in part.
- 11.2. By dissolution (*ontbinding*) mutually existing claims become immediately due and payable. The Customer is liable for the damage suffered by PaRa Travels at that time, including loss of profit and costs.
- 11.3. If and as soon as the Customer is declared bankrupt or a request for bankruptcy has been filed, applies for a moratorium, or loses the power of disposition of his assets or parts thereof due to attachment, placement under guardianship or otherwise, PaRa Travels is entitled to terminate (*beëindigen*) the Agreement without judicial intervention and without any notice of default being required, unless the trustee or administrator recognizes the obligations arising from this Agreement as estate debt (*boedelschuld*).

Article 12 – Final Provisions

- 12.1. By entering into an Agreement, the Customer grants PaRa Travels permission to process his personal data for marketing purposes. The Customer may withdraw this consent at any time.
- 12.2. PaRa Travels refers to the privacy policy on the Website.
- 12.3. If any provision of the Agreement or these general terms and conditions should be invalid or declared null and void, this will not affect the validity of the other provisions, and the parties will consult and, with regard to the invalid or void provision, agree in such a way, to the extent permitted by law, that the provision concerned will be replaced by valid and legally enforceable provisions, with as much as possible the same purport as the original provision.
- 12.4. All actions performed by PaRa Travels, including the Agreements concluded, are exclusively governed by Dutch law. The applicability of the Vienna Sales Convention (CISG) and/or other international sales conventions is explicitly excluded. All disputes arising from agreements concluded between the parties will be exclusively settled by the competent Dutch court in the district of Oost-Brabant.
- 12.5. Without prejudice to the provisions of this article, PaRa Travels shall also be entitled, in the event of cross-border collection, to address itself to another Dutch court with jurisdiction in the matter.

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