

TÉRMINOS DE REFERENCIA

“SERVICIO DE INSCRIPCIÓN PARA LA PARTICIPACIÓN EN EL EVENTO - LATA EXPO 2025”

1. DEPENDENCIA QUE REQUIERE EL SERVICIO

El servicio es requerido por el Departamento del Mercado de anglosajón perteneciente a la Subdirección de Promoción del Turismo Receptivo.

2. DEL REQUERIMIENTO

De acuerdo a la normativa vigente en materia de contrataciones, el requerimiento no cuenta con ficha de homologación aprobada; no se encuentra en el listado de bienes y servicios comunes, ni en el Catálogo Electrónico de Acuerdo Marco.

3. OBJETO DE LA CONTRATACIÓN

Contar con el servicio de inscripción de PROMPERÚ para su participación en la rueda de negocios Lata Expo 2025, a fin de capacitar a la cadena comercial británica asociada a LATA sobre la diversificada oferta que el destino Perú ofrece y con ello lograr posicionamiento del país en este mercado prioritario.

4. FINALIDAD PÚBLICA

La presente contratación tiene como finalidad pública promocionar y difundir la oferta diversificada del destino Perú en el mercado británico, a través de la participación en acciones enfocadas al canal comercial británico, fortaleciendo el acercamiento con los principales stakeholders lo que se verá traducido en el incremento del número de llegadas a nuestro país.

5. VINCULACIÓN CON EL PLAN OPERATIVO INSTITUCIONAL

Centro de costo: Subdirección de Promoción del Turismo Receptivo – Departamento del Mercado Anglosajón

Ápex: 1050.2024 - PAGO DE PISO LATA EXPO 2025_DS Nro 076-2024-EF

6. ANTECEDENTES

La gestión de la Dirección de Promoción del Turismo impacta en el objetivo general institucional de contribuir efectivamente al crecimiento sostenido y descentralizado de ingresos generados por turismo, para ello cuenta entre sus objetivos específicos posicionar el Perú como destino turístico atractivo a nivel internacional incrementando el flujo y el gasto.

La Asociación de Viajes de América Latina (conocida por sus siglas en inglés como LATA – Latin American Travel Association) es una organización comercial que promueve los viajes y el turismo en América Latina.

Sus principales objetivos son mejorar el conocimiento del público en esta zona del mundo sobre Latinoamérica como un destino turístico y estimular el crecimiento de los viajes a esta región. La Asociación reúne a más de 340 compañías, incluyendo hoteles, cruceros, operadores de viaje, mayoristas, aerolíneas y oficinas de turismo. PROMPERÚ es miembro de LATA desde el año 2002, lo que ha permitido obtener diversos beneficios en el mercado británico

7. OBJETIVOS DE LA CONTRATACIÓN

- Promover la oferta turística peruana con un enfoque en aventura, naturaleza y sostenibilidad con el propósito de diversificar la oferta actual, con miras a la reactivación de la actividad turística en nuestro país.
- Capacitar a los agentes de viajes británicos sobre el destino Perú, brindándoles información actualizada y promocionando la oferta turística.
- Generar importantes contactos con operadores turísticos del mercado británico a través de nuestra participación en Lata Expo.
- Recabar data importante de los profesionales de la industria, así como recoger información sobre las nuevas tendencias en la industria de los viajes.

8. ALCANCE Y DESCRIPCIÓN DEL SERVICIO A CONTRATAR

La nueva edición de LATA Expo 2025, tendrá lugar del 02 al 04 de junio de 2025 en la ciudad de Londres, Reino Unido. Un encuentro que se desarrolla durante tres jornadas y acoge en un mismo espacio tanto a profesionales del sector del turismo como a interesados en las últimas tendencias del sector.

Se requiere la contratación del servicio de inscripción para la participación de PROMPERÚ en LATA Expo 2025, a fin de estar presentes en uno de los eventos internacionales del sector turismo más importantes en Reino Unido.

8.1. ACTIVIDADES

Datos del evento:

- Nombre del evento: Lata Expo 2025
- Ubicación: Londres, Reino Unido
- Fechas: del 02 al 04 de junio 2025

De acuerdo al contrato de adhesión del proveedor, Anexo 1 adjunto el cual contempla lo siguiente:

- Stand de exhibición
- Participación de un delegado adicional
- Patrocinio del área de café

8.2. LUGAR Y PLAZO DE EJECUCIÓN DEL SERVICIO

Lugar: Ciudad de Londres, Reino Unido.

Plazo: del 02 al 04 de junio 2025 previo perfeccionamiento del contrato.

8.3. FORMA DE PAGO

El pago podrá realizarse por anticipado siempre que sea condición del proveedor para la realización del servicio en el extranjero, mediante una transferencia bancaria en moneda extranjera (libras esterlinas), a la cuenta del proveedor, en observancia del numeral 6.7.4.3 de la Directiva N° 001-2022-PROMPERÚ/GG/OAD, adjuntando para ello el Anexo N° 11 de la citada directiva, debidamente suscrito por el Departamento del Mercado Anglosajón y la Subdirección de Promoción del Turismo Receptivo.

Asimismo, el proveedor enviará su comprobante de pago a la dirección de correo electrónico comprobantepago@promperu.gob.pe indicando en el asunto el número de la Orden de Servicio conteniendo los siguientes datos:

- Nombre: PROMPERÚ
- RUC: 20307167442
- Dirección: Calle Uno Oeste N° 50, Edificio MINCETUR, Piso 14, Urb. Corpac, San Isidro, Lima
- N° de orden de servicio:

En caso cuente con su comprobante de pago Electrónico debe de enviar el documento.

8.4.CONFORMIDAD DEL SERVICIO

La conformidad será otorgada por el Departamento del Mercado Anglosajón y la Subdirección de Promoción de Turismo Receptivo.

8.5.OTRAS DISPOSICIONES

Se establece que los términos de referencia se elaboraron en congruencia con el contrato de adhesión. Se adjunta Anexo:



LATA Expo Sponsorship Contract

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1 | Page

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Part A – Schedule

This supplier agreement sets out the terms on which TRAVEL WEEKLY GROUP LTD grants to the sponsor a sponsor package for the Event (“**Agreement**”). This Agreement consists of the commercial terms in this Part A (“**Schedule**”) together with the attached standard terms and conditions at Part B (“**Standard Terms and Conditions**”)

THIS AGREEMENT IS BETWEEN	
TRAVEL WEEKLY GROUP LTD	A company registered in England under number 6927031, whose registered office is 52 Grosvenor Gardens, London SW1W 0AU.

AND

PROMPERU	<p>Registered Address</p> <p>Calle Uno Oeste No 50, Piso 14, Urb. Córpac, Edificio MINCETUR</p> <p>Lima 27</p> <p>Peru</p> <p>Company Registration:</p> <p>RUC: 20307167442</p> <p>VAT Exemption Number:</p> <p>RUC: 20307167442</p>
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2 | Page

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SPONSOR PACKAGES AND FEES:

STANDARD EXHIBITOR PACKAGE

- Exhibition space comprising 1 table & 3 chairs
- 1 delegate pass
- A personalised appointment diary of up to 35 meetings with buyers and media
- Accommodation on Sunday, Monday and Tuesday nights, with all meals included
- 1 place at LATA Expo Conference and sustainability conference
- 1 place at the Gala Dinner and LATA Expo festival
- Standard entry on the event website
- Complimentary Wi-Fi at the show
- Exhibitor Public Liability Insurance

The cost for this package is £4,950

ADDITIONAL DELEGATE FEE:

- Additional delegate, including accommodation, meals and access to all events (max of one additional delegates per exhibitor): £1,500

COFFEE AREA SPONSOR

- Coffee bar sponsor for Mon, Tues and Weds, including branding and Peruvian coffee being served by our barista: £22,500

TOTAL COST: £28,950

PAYMENT TERMS: Payment must be made by 31st December 2024

EVENT SCHEDULE

Event Date	Location
1 st June – Arrival	DeVere Beaumont, Windsor
2 nd – 4 th June – Event	

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3 | Page

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Sponsorship Fee

Fee
As per your invoice, which forms a part of this contract.

Invoicing Details

Invoices to be sent for the attention of:	
Company invoice:	PROMPERU
Invoice contact:	Cecilia Berrocal
Email address:	cberrocal@promperu.gob.pe / comprobantepago@promperu.gob.pe
Phone number:	(+51) 1 6167300 (Ext 1359)
Billing address:	Calle Uno Oeste No 50, Piso 14, Urb. Córpac, Edificio MINCETUR Lima 27 San Isidro Peru
Purchase Order Number (if required):	

Signatures

SIGNED on behalf of the Sponsor by:

Name: Teresa Luna Feijoo

Job Title: Jefa de Oficina de Administración

Date:

SIGNED on behalf of Travel Weekly by:

DocuSigned by:
Duncan Horton
CA7B51B5D18F4BC
Name: Duncan Horton

Job Title: Group CEO

Date: Dec-04-2024

Part B – SPONSOR AGREEMENT TERMS AND CONDITIONS

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. INTERPRETATION

1.1 In this Agreement the following terms shall have the following meanings:

"Confidential Information" means in respect of each party to this Agreement all information (whether in oral, written, graphic, machine recognisable, or sample form) of a confidential or proprietary nature whether or not marked as "Confidential" or "Proprietary" or similar designation, owned, developed, controlled, licensed to or otherwise acquired by or used by that party (whether or not relating to this Agreement) and relating to its business;

"Event" shall mean the event set out on the Schedule;

"Event Date(s)" shall mean the date or dates for the Event set out in the Schedule or such other date(s) on which the Event is held pursuant to this Agreement;

"Event Venue" shall mean the venue shown in the Schedule or such other venue in which the Event is held pursuant to this Agreement;

"Force Majeure" shall mean any circumstances outside a party's reasonable control including, without limitation, war, act of terrorism, riot, civil commotion, strike, lockout or any other industrial action, Act of God, storm, fire, earthquake, flood, electrical failure or action of government or other competent authority;

"Group Company" shall mean in relation to a body corporate, any subsidiary, subsidiary undertaking or holding company of such body corporate, and any subsidiary or subsidiary undertaking of any such holding company for the time being;

"Intellectual Property Rights" shall mean patents, inventions, know-how, trade secrets and other confidential information, registered designs, design rights, copyrights, database rights, rights affording equivalent protection to copyright and design rights, trademarks, trade names, service marks, business names, domain names, moral rights, registrations and applications to register any of the aforesaid items, rights in the nature of any of the aforesaid items in any country and/or jurisdiction, rights in the nature of unfair competition rights, goodwill, the rights to sue for passing off or other rights in any unregistered trade mark, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world..

"Sponsorship Fee" shall mean the Sponsorship fee specified in your invoice;

"Sponsorship Package" shall mean the Sponsorship services to be supplied by TRAVEL WEEKLY GROUP LTD as set out in the Schedule;

"Sponsor's Trade Marks" means the Sponsor's trademarks and logos set out in the Schedule;

1.2 Unless the context otherwise requires, words denoting the singular shall include the plural and vice versa and words denoting any one gender shall include all genders and words denoting persons shall include bodies corporate, unincorporated associations and partnerships.

1.3 Headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

2. TRAVEL WEEKLY GROUP LTD'S RESPONSIBILITIES

2.1 TRAVEL WEEKLY GROUP LTD shall organise the Event to take place on the Event Date(s) and in the Event Venue shown in the Schedule provided that in the event that the holding of the Event on the Event Date(s) or in the Event Venue becomes impossible or inadvisable in TRAVEL WEEKLY GROUP LTD's opinion TRAVEL WEEKLY GROUP LTD shall be entitled on notifying the Sponsor to hold the Event on alternative dates or in an alternative venue as appropriate and all the provisions of this Agreement shall apply as if the Event had been held on the Event Date(s) or in the Event Venue set out in this Agreement.

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- 2.2 TRAVEL WEEKLY GROUP LTD shall be responsible for the day-to-day management of the Event and the deployment of such appropriately and adequately qualified staff as are required to organise all aspects of the Event.
- 2.3 In consideration for the Sponsorship Fee, TRAVEL WEEKLY GROUP LTD shall provide the Sponsorship Package to the Sponsor in relation to the Event.
3. **SPONSOR'S OBLIGATIONS**
- 3.1 In consideration for the Sponsorship Package, the Sponsor shall pay the Sponsorship Fee and any applicable Value Added Tax or any other sales tax set out in the Schedule. The Sponsorship Fee shall be due and payable on the date specified on the invoice. TRAVEL WEEKLY GROUP shall issue a tax invoice in respect of the Sponsorship Fee. Late payment interest will be charged on any overdue invoices and shall apply to the total amount outstanding. The interest rate is 8%.
- 3.2 In the event that the Sponsor fails to pay the Sponsorship Fee pursuant to clause 3.1, any Earlybird or other discounts applied to the invoice will cease to be applicable and the Sponsor shall be required to pay the full, non-discounted amount.
- 3.3 Without prejudice to any other rights of TRAVEL WEEKLY GROUP LTD, in the event that the Sponsor fails to pay the Sponsorship Fee pursuant to clause 3.1, TRAVEL WEEKLY GROUP LTD may suspend the supply of the whole or part of the services listed in the Sponsorship Package.
- 3.4 TRAVEL WEEKLY GROUP LTD shall be entitled to charge the Sponsor interest on overdue payments at the rate of two per cent per annum above LIBOR base rate calculated on a daily basis, from the date on which the payment is due until the date on which payment and an interest due pursuant to this clause is received by TRAVEL WEEKLY GROUP LTD as cleared funds
- 3.5 The Sponsor shall provide to TRAVEL WEEKLY GROUP LTD, at the Sponsor's sole cost and expense, all suitable material including artwork of the Sponsor's Trade Marks in a format and within print deadlines reasonably specified by TRAVEL WEEKLY GROUP LTD for it to be reproduced under the control of TRAVEL WEEKLY GROUP LTD for the fulfilment of the rights in the Sponsorship Package.
- 3.6 The Sponsor shall additionally perform any obligations (if any) set out in the Schedule as Sponsorship obligations of the Sponsor and will use such reasonable endeavours to provide support and assistance to TRAVEL WEEKLY GROUP LTD in promoting the Event as may be agreed between TRAVEL WEEKLY GROUP LTD and the Sponsor.
- 3.7 The Sponsor shall not book space at the Event with the Event's Venue without the prior permission of TRAVEL WEEKLY GROUP LTD.
- 3.8 The Sponsor shall be responsible for taking out and maintaining a valid policy of insurance covering the Sponsor's personnel and property against all loss and damage incurred at or in connection with the Event including travel and medical coverage.
4. **TERM & TERMINATION**
- 4.1 This Agreement shall commence on signature by both parties ("Commencement Date") and, subject to its earlier termination in accordance with the provisions of this Clause 4 shall continue until the completion of both parties' obligations under this Agreement ("Term").
- 4.2 TRAVEL WEEKLY GROUP LTD may terminate this Agreement by written notice to the Sponsor if, at its sole discretion, TRAVEL WEEKLY GROUP LTD cancels the Event. In such event, TRAVEL WEEKLY GROUP LTD shall refund to the Sponsor such whole or part of the Sponsorship Fee as has been received by it. The Sponsor acknowledges that TRAVEL WEEKLY GROUP LTD shall not be in breach of this Agreement by virtue of that cancellation or abandonment.
- 4.3 Either party may terminate this Agreement by written notice if the other is in breach of any of its material obligations under this Agreement and fails to remedy such breach (if capable of remedy) within 14 (fourteen) days of a written notice to do so. For the avoidance of doubt, the failure of the Sponsor to pay the Sponsorship Fee shall be a material breach of this Agreement.
- 4.4 Either party may terminate this Agreement immediately and without notice if:

03/12/2024

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6 | Page

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- (a) the other enters into a composition with its creditors;
- (b) an order is made for the winding up of the other;
- (c) an effective resolution is passed for the winding up of the other (other than for the purposes of amalgamation or reconstruction on terms approved by the first party);
- (d) the other has a receiver, manager, administrative receiver or administrator appointed in respect of it; or
- (e) the other becomes insolvent, ceases, or threatens to cease, carrying on business.

4.5 In the event of the termination of this Agreement by TRAVEL WEEKLY GROUP LTD for any reason, TRAVEL WEEKLY GROUP LTD's total liability to the Sponsor shall be the refund of any instalment of the Sponsorship Fee paid to TRAVEL WEEKLY GROUP LTD by the Sponsor.

4.6 The Sponsor may request cancellation this Agreement subject to the following cancellation fees
Cancellation before or including 31st January 2025 – No cancellation fee shall apply
Cancellation after 31st January 2025 and before 30th April 2025 – a penalty fee of 50% of the agreed charges applies
Cancellation after 30th April – a penalty fee of 100% of the agreed charges applies

4.7 The Sponsor accepts sole responsibility for ensuring they meet any health requirements to enter the UK, whether through a UK recognised vaccine programme or meeting any other conditions that the UK government has in place. TRAVEL WEEKLY GROUP LTD will not, under any circumstances, be responsible for any losses incurred if the Sponsor fails to make these arrangements.

4.8 The Sponsor accepts sole responsibility for ensuring they make arrangements to obtain any visa that may be required to enter the UK. TRAVEL WEEKLY GROUP LTD will not, under any circumstances, be responsible for any losses incurred if the Sponsor fails to make these arrangements.

5. INTELLECTUAL PROPERTY RIGHTS

5.1.1 All rights not expressly granted to the Sponsor under this Agreement are reserved to TRAVEL WEEKLY GROUP LTD. The Sponsor acknowledges and agrees that: (a) TRAVEL WEEKLY GROUP LTD shall own all rights in and to the Event and (b) all revenues and costs relating to the Event shall belong to TRAVEL WEEKLY GROUP LTD; and TRAVEL WEEKLY GROUP LTD shall be entitled to enter into any Sponsorship or other arrangement with any third party in relation to the Event. The Sponsor agrees that TRAVEL WEEKLY GROUP LTD shall not be, nor considered to be, nor deemed to be, in breach of any provision of this Agreement as a result of entering into any other such arrangement.

5.2 The Sponsor hereby grants to TRAVEL WEEKLY GROUP LTD a non-exclusive, royalty free licence to use the Sponsor's Trade Marks in relation to the Event for the purpose only of providing the Sponsorship Package and warrants that it is entitled to grant such rights to TRAVEL WEEKLY GROUP LTD. The Sponsor warrants that the use of the Sponsor Logo shall not infringe any rights of any third party.

5.3 TRAVEL WEEKLY GROUP LTD hereby grants to the Sponsor a non-exclusive, royalty free licence to use the title of the Event (subject always to including the date 2025 in any such use and first obtaining the express written consent of TRAVEL WEEKLY GROUP LTD) as is reasonably required for the purpose only of the Sponsorship Package and warrants that it is entitled to grant such rights to the Sponsor.

5.4 Each of TRAVEL WEEKLY GROUP LTD and the Sponsor shall comply with the reasonable instructions and guidelines of the other relating to the use of its Intellectual Property.

5.5 The Sponsor agrees to indemnify TRAVEL WEEKLY GROUP LTD and keep it indemnified at all times against all or any costs, claims, damages or expenses incurred by TRAVEL WEEKLY GROUP LTD, or for which the TRAVEL WEEKLY GROUP LTD may become liable, with respect to any Intellectual Property infringement claim or other claim relating to the Sponsor's Trade Marks.

6. CONFIDENTIAL INFORMATION

6.1 Each party acknowledges that Confidential Information may be disclosed to it or otherwise come to its attention. Each party agrees and undertakes that it will hold any Confidential Information in complete confidence and will not disclose it in whole or in part at any time to any third party, nor use Confidential Information for any purpose other than the performance of its obligations under this Agreement. This provision shall survive the termination of this Agreement for any reason for a period of 2 (two) years commencing immediately on the date of such termination.

6.2 Confidential Information shall not include information which:

- (a) at or prior to the time of disclosure was known to the receiving party or was generally available to the public as evidenced in writing, except to the extent that such information was unlawfully appropriated;
- (b) at or after the time of disclosure becomes generally available to the public other than through any act or omission on the part of the receiving party;
- (c) is received from a third party free to make such disclosure without breaching any legal obligation;
- (d) is independently developed by the receiving party; or
- (e) is required to be disclosed by law, court order or request by any government or regulatory authority.

7. LIABILITY

7.1 Nothing in this Agreement shall exclude or restrict either party's liability for death or personal injury resulting from its negligence.

7.2 Subject to Clause 7.1, the liability of TRAVEL WEEKLY GROUP LTD to the Sponsor under this Agreement shall be limited to a maximum sum equivalent to such whole or part of the Sponsorship Fee received by TRAVEL WEEKLY GROUP LTD.

7.3 Neither party shall be held liable to the other under contract or tort or for breach of statutory duty or otherwise with reference to any matter arising directly or indirectly out of or related to this Agreement for any indirect, consequential, incidental or punitive loss, damage or liability, including consequential or incidental loss of profits, business, data or the use of data.

7.4 Neither party shall be held liable for any loss or failure to perform its obligations under this Agreement due a Force Majeure Event.

8. GENERAL

8.1 This Agreement relates only to the Event referred to in this Agreement.

8.2 This Agreement constitutes the entire understanding between the parties as to the subject matter hereof and supersedes all previous communications, representations, arrangements, understandings and agreements whether written or oral relating thereto and no variation or amendment to this Agreement shall be effective unless made in writing and signed on behalf of each of the parties hereto. Nothing in this Agreement shall be construed so as to create a partnership, joint venture or contract of employment between the parties.

8.3 If any provision of this Agreement is deemed void, invalid or unenforceable for any reason whatsoever, such voidness, invalidity or unenforceability shall not affect the validity of other provisions of this Agreement and the provisions thus declared void or invalid shall be considered to have been deleted from this Agreement.

8.4 This Agreement shall be governed and construed in accordance with the laws of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

8.5 Any notices given by either party hereunder shall be given in writing to the recipient at its address set out above (or such address as such party may notify the other for the purposes of this Agreement). Any such notice shall be deemed to be

03/12/2024

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8 | Page

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delivered, if sent by first class post, 48 (forty eight) hours after posting; and, if sent by facsimile or email, at the time of transmission or if received after 4pm on the following business day in the country of receipt..

- 8.6 The parties to this Agreement do not intend that any of the terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 8.7 This Agreement may not be assigned or otherwise transferred in whole or in part by either party without the prior written consent of the other, save that either party may assign its rights and obligations under this Agreement to a Group Company without consent being required.
- 8.8 This Agreement may be executed in any number of counterparts by the parties each of which when executed and delivered shall constitute an original. A counterpart of this Agreement executed by a Party and transmitted electronically in either tagged image format files (TIFF) or portable document format (PDF) shall be treated as an original, fully binding and with full legal force and effect.