

BOOKING CONDITIONS

Please read the following Booking Conditions carefully as they set out our respective rights and obligations. By asking us to confirm your booking, we are entitled to assume that you have read these booking conditions and agree to them.

Payments

A deposit is required in order to confirm your chosen holiday. The first named party on the booking is responsible for making all payment due to us. You will be informed of the deposit amount and the remaining balance required at the time of booking, but the balance of the cost must be paid at least 40 days before the scheduled start of your tour. If booking is 40 days or less from the start of the tour, payment must be made in full. If we do not receive all payments due in full and on time, we are entitled to assume that you wish to cancel your booking. In this case, we will be entitled to keep all deposits paid. If you wish to cancel the tour, you will need to send your request by email and make sure that you receive confirmation of the cancellation. You must pay the cancellation charges shown below depending on the date we reasonably treat your booking as cancelled. The first name party (lead booker) must be authorised by all persons named on the booking to make the booking on the basis of these booking conditions. By making a booking, the lead booker confirms that he/she is so authorised. The lead booker must be at least 18 when the booking is made.

Contract and Legal

Subject to the availability of your chosen arrangements, we will confirm your holiday by issuing a deposit receipt. The deposit receipt will be sent to the lead booker by email. Please check the deposit receipt carefully as soon as you receive it. Contact us immediately if any information which appears on the deposit receipt or any other document appears to be incorrect or incomplete as it may not be possible to make changes later. We regret we cannot accept any liability if we are not notified of any inaccuracies (for which we are responsible) in any document within ten days of our sending it out. We will do our best to rectify any mistake notified to us outside these time limits, but you must meet any costs involved in doing so.

Medical Conditions/Disabilities/General Health and Fitness

If you or any member of your party has any medical condition or disability which may affect your holiday or has any special requirements as a result of any medical condition or disability (including any which affect the booking process), please tell us before you confirm your booking so that we can assist you in considering the suitability of the arrangements and/or making the booking. In any event, you must give us full details in writing at the time of booking and whenever any change in the condition or disability occurs. You must also promptly advise us if any medical condition or disability which may affect your holiday develops after your booking has been confirmed.



Physical fitness

While all our tours involve an element of walking, the distance, duration and terrain can differ considerably. Your physical fitness should therefore be of a level that will allow you to get the most from the chosen tour. If you walk regularly and have no problem ascending or descending flights of stairs, then you should have no problem on these tours. If you are not comfortable with such routine exercise or would accomplish it only with great effort, then you need to speak to us to decide whether you are medically fit and able to undertake one of our tours. If you have any reservations regarding your fitness for a trip please contact us for further advice. Under no circumstances should you travel if your doctor has advised you against it or would advise you against it if consulted. If we reasonably feel unable to properly accommodate the particular needs of the person concerned, we must reserve the right to decline their reservation or, if full details are not given at the time of booking or the condition / disability develops after booking, cancel when we become aware of these details.

We have graded our trips to better help you assess the level of fitness needed in order to enjoy them to the full.

Light

Our light tours include easy walks on mostly flat ground, often in towns or cities. Short stretches on tracks or paths may include some steps and uneven terrain. Walks are of short duration and distance, usually below 3km/2 miles or 2 hours. Site tours likewise tend to be under 2 hours.

Moderate

On moderate itineraries, key site tours can be up to 5 hours' duration. Walks are rarely over 2 hours in duration and 5km/3 miles in distance. Walking is mostly limited to flat terrain or towns, but some stretches may be on relatively steep slopes and narrow paths.

Once on the tour, it is up to us to determine if your level of fitness is sufficient to tackle the challenges presented by each day's activities. Bookings are accepted on the understanding that you appreciate the possible risk inherent in such cultural travel and that you undertake our tours walks on that basis.

Trip Participation and Client Responsibility

You agree to accept the authority and decisions of the people working with us, Trip Leaders and agents whilst on tour with us. If in the opinion of any such person(s) or any other person in a position of authority (such as, for example, an airline pilot or hotel manager), your health, level of fitness or conduct at any time before or during a trip is endangering or appears likely to endanger your health or wellbeing or that of any third party (including any other clients of the Company) or the safe, comfortable or happy progress of the trip, you may be excluded from all or part of the trip without refund or recompense.

Extra Excursions, Activities and General Area Information

We may provide you with information (before departure and/or when you are on holiday) about extra transport, activities and excursions which relate to or are available in the area you are visiting. We are not involved in any such activities or excursions which are neither run, supervised, controlled nor endorsed in any way by us. They are provided by other third parties who are entirely independent of us. They do not form any part of your contract with us even where we suggest particular operators / other third parties and / or assist you in booking such activities or excursions in any way.



We cannot accept any liability on any basis in relation to such activities or excursions and the acceptance of liability contained in the clause "Our liability to You" will not apply to them. We do not however exclude liability for the negligence of ourselves or our employees resulting in your death or personal injury.

We cannot guarantee accuracy at all times of information given in relation to such activities or excursions or about the area you are visiting generally or that any particular excursion or activity which does not form part of our contract will take place as these services are not under our control. If you feel that any of the activities or excursions referred to by us which are not part of our contract are vital to the enjoyment of your holiday, write to us immediately and we will tell you the latest known situation. If we become aware of any material alterations to area information and/or such outside activities or excursions which can reasonably be expected to affect your decision to book a holiday with us, we will pass on this information at the time of booking.

Special Requests

If you have any special request, you must advise us at the time of booking. Although we will endeavour to pass any reasonable requests on to the relevant supplier, we regret we cannot guarantee any request will be met. Failure to meet any special request will not be a breach of contract on our part. Confirmation that a special request has been noted or passed on to the supplier or the inclusion of the special request on your deposit receipt or any other documentation is not confirmation that the request will be met. Unless and until specifically confirmed, all special requests are subject to availability.

We regret we cannot accept any conditional bookings, i.e. any booking which is specified to be conditional on the fulfilment of a particular request. All such bookings will be treated as "standard" bookings subject to the above provisions on special requests.

Passports

Citizens from countries outside the European Union, like the United States, are required to present a passport valid for at least three months beyond the intended stay in Italy. If you are a citizen of any European Union state, you need only to present a national identity card, or passport in the case of the United Kingdom, to enter Italy. You must check that your identity document is up to date in good time before departure as you may need to renew it before you travel.

A full British passport presently takes approximately 2 to 6 weeks to obtain. If you or any member of your party is 16 or over and do not have a passport, our recommendation is that you should apply for one at least 6 weeks before your holiday.

We regret we cannot accept any liability if you are refused entry onto any transport or into any country due to failure on your part to carry all required documentation. If failure to have any necessary travel or other documents results in fines, surcharges or other financial penalty being imposed on us, you will be responsible for reimbursing us accordingly.

There are presently no compulsory health requirements applicable to British citizens for your holiday. It is your responsibility to ensure you are aware of all health precautions in good time before departure.



Foreign Office Advice

The Foreign & Commonwealth Office (FCO) issues travel advice on destinations, which includes information on passports, visas, health, safety, security and more.

Before booking with us, we recommend you refer to the FCO website to ensure you are happy with the travel advice for the destination or destinations you are visiting. Up to date Foreign & Commonwealth Office travel advice is available at <u>www.gov.uk/foreign-travel-advice</u> You can also sign up for email alerts and follow @FCOtravel on Twitter for alerts whilst you are away.

Travel Insurance

We consider adequate travel insurance to be essential. You should ensure that you have sufficient insurance to cover any medical treatment, repatriation, and/or cancellation charges, and property loss. Travellers who lack adequate insurance cover are responsible for indemnifying us in full of any such responsibilities and any losses or expenses arising out of your failure to take out adequate insurance cover.

Please note that we recommend that you should organise travel insurance before booking as cover (including cancellation cover) will not be effective until you have paid all applicable premiums in full. We do not check insurance policies; however, we request written details (insurer's name, policy number and emergency contact number). Please read your policy details carefully and take them with you on tour. It is your responsibility to ensure that the insurance cover you purchase is suitable and adequate for your particular needs. You accept full responsibility for ensuring that all members of your party comply with the terms and conditions of the travel insurance purchased.

Changes by You

Should you wish to make any changes to your confirmed tour or holiday arrangements, you must notify us in writing as soon as possible. Whilst we will endeavour to assist, we cannot guarantee we will be able to meet any such requests. Any change is subject to availability and also to payment of an administration fee of up to £30 per person (amendment charges) and any associated costs of the change imposed by our suppliers.

A change of tour dates will normally be treated as a cancellation of the original booking and rebooking in which case cancellation charges will apply. Changes may result in the recalculation of the holiday price where, for example, the basis on which the price of the original holiday was calculated has changed.

Transferring Bookings

If any member of your party is prevented from travelling, the person(s) concerned may transfer their place to someone else (introduced by you) providing we are notified not less than 20 days before departure. This right of transfer is subject to an administration fee of £20 per person. The person prevented from travelling and the transferee shall be liable to us for the payment of the balance, together with any additional charges imposed by the suppliers providing the component parts of your holiday.

Cancellation by You

Should you or any member of your party need to cancel your holiday once it has been confirmed, the lead booker must immediately advise us by email. Your notice of cancellation will only be effective



when it is received in writing by us. As we incur costs from the time we confirm your booking, the cancellation charges will be payable. Where the cancellation charge is shown as a percentage, this is calculated on the basis of the total cost payable by the person(s) cancelling excluding amendment charges. Amendment charges are not refundable in the event of cancellation. The following cancellation charges will be payable unless we advise you in writing of different cancellation charges applicable to your tour at the time of booking.

- More than 70 days before departure: no cancellation charge
- 69 40 days before departure: Deposit only
- 39 14 days prior to departure: 50% of the total cost
- 13 7 days prior to departure: 75% of the total cost
- 6 days or less prior to departure: 100% of the total cost

Depending on the reason for cancellation, you may be able to reclaim these cancellation charges (less any applicable excess) under the terms of your insurance policy. Claims must be made directly to the insurance company concerned.

Where any cancellation reduces the number of full paying party members below the number on which the price, number of free places and/ or any concessions agreed for your booking were based, we will recalculate these items and re-invoice you accordingly. This may mean, for example, that the individual price per person increases if the total number of persons travelling on your booking decreases. As set out above the lead booker is responsible for making all payments due to us and we will only make any payments due to you in respect of your booking to the lead booker even if you paid us directly.

Changes and Cancellation by Us

We will make every effort to operate the specially arranged tours according to the descriptions and itineraries described. Although it is unlikely that we will have to make any changes to your travel arrangements or cancel confirmed arrangements, we must reserve the right to do so should it become necessary or advisable. Where a change is a minor change, we will, if practical, advise you before departure, but we are not obliged to do so.

However, we will only cancel your confirmed booking after you have made full payment where we are forced to do so as a result of circumstances outside our control "force majeure" as defined below. We will not cancel within 40 days of the tour commencing for any other reason.

Party Size

Our tours are priced on a minimum of 6 participants and 10 is usually the maximum.

Please note our holidays require a minimum number of participants to enable us to operate them. If the minimum numbers of bookings required have not been received, we are entitled to cancel it. We will notify you of cancellation for this reason no later than 55 days before departure. If the trip must be cancelled due to insufficient number of participants, you will be refunded in full, including deposit.

Sometimes, to prevent disappointment, we may operate a trip for as few as four people, and we reserve the right, where a group contains less than 6 people, either to apply a 'small group' surcharge of between 5% and 10%, or, with your consent, to make certain alterations to the way the trip is run. If this happened, we would advise you as early as possible.



In the unlikely event that we become unable to provide a significant proportion of your trip after you depart, we will make alternative arrangements for you to continue your holiday. If this is impossible, or you have a good reason not to accept these alternative arrangements, we will pay you compensation of an amount which is reasonable taking into account all the circumstances.

Compensation will not be considered appropriate, for example, in cases where we are unable to provide your contracted holiday services as a result of force majeure or because of lack of numbers. No compensation will be payable and the above options will not be available if we cancel as a result of your failure to comply with any requirement of these booking conditions entitling us to cancel (such as paying on time) or where a change is a minor one.

Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our obligations under our contract with you is prevented or affected by, or you otherwise suffer any damage, loss or expense of any nature, as a result of force majeure.

In these booking conditions force majeure means any event which we or the supplier of the service or services in question could not, even with all due care, foresee or avoid. Such events may include but are not limited to war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, closure of airports, technical problems with transport, adverse weather conditions, fire, strikes, incapacitation of key personnel and all similar events outside our control whether these events are threatened or actual.

Dietary Requirements

It is your responsibility to inform us of any and all special dietary requirements that you may have. In particular, we must be informed in advance of any and all food intolerances or allergies. We will make every attempt to ensure that the meals served on our tours contain elements that comply with your dietary requirements. Please contact us for further information about the kind of foods served on our tours.

Complaints

In the unlikely event you have reason to complain, you must inform our tour leader or local representative and the supplier of the service(s) in question immediately who will do all possible to resolve the matter on location. If something does go wrong, we will do our best to put it right. We strive to ensure you are satisfied with our services.

Until we know about a complaint or problem, we cannot begin to resolve it. Most problems can be dealt with quickly. If you remain dissatisfied, however, you must give details in writing to our local representative and the supplier concerned at the time and write to us giving full details of your complaint within 14 days after the completion of the tour.

You must provide ourselves and our insurers with all assistance we may reasonably require. You must also tell us and the supplier concerned about your claim or complaint as set out in the clause "Complaints" above. If asked to do so, you must transfer to us or our insurers any rights you have against the supplier or whoever else is responsible for your claim or complaint (if the person concerned is under 18, their parent or guardian must do so). You must also agree to cooperate fully with us and our insurers if we our insurers want to enforce any rights which are transferred.



Failure to take these steps may hinder our ability to resolve the problem and/or investigate it fully and in consequence, your rights under the contract may be affected. We regret we cannot accept liability if you fail to notify the complaint or claim strictly in accordance with this clause.

You must ensure you have appropriate travel insurance to protect your personal belongings.

Please note, we cannot accept any liability for any damage, loss, expense or other sum(s) of any description which (1) on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you or which (2) did not result from any breach of contract or other fault by ourselves or our employees or, where we are responsible for them, our suppliers. Additionally, we cannot accept liability for any expenses or losses which relate to a business (including self-employed loss of earnings).

Client Conduct

You accept responsibility for the proper conduct of yourself and any or all other members of your group. We reserve the right in our reasonable discretion to terminate your holiday or that of any member of your group whose conduct is considered to be disruptive or detrimental to the enjoyment of other guests, or whose conduct may prejudice our reputation. In this case we shall have no further responsibility or liability to you. No refund or payment of any costs incurred by you will be made by us under these circumstances.

Damage

When you book with us, you accept responsibility for any damage or loss caused by you or any member of your party. Full payment for any such damage or loss (reasonably estimated if not precisely known) must be made direct to the accommodation owner or manager or other supplier or to us as soon as possible. If the actual cost of the loss or damage exceeds the amount paid where estimated, you must pay the difference once known. If the actual cost is less than the amount paid, the difference will be refunded. You will also be responsible for meeting any claims subsequently made against us and all costs incurred by us (including our own and the other party's full legal costs) as a result of your actions. You should ensure you have appropriate travel insurance to protect you if this situation arises.

Our Liability to You

We will ensure that the holiday arrangements we have agreed to make, perform or provide, as applicable as part of our contract with you, are made, performed or provided with reasonable skill and care. This means that, subject to these booking conditions, we will accept responsibility if, for example, you suffer death or personal injury or your contracted holiday arrangements are not provided as promised or prove deficient as a result of the failure of ourselves, our employees, agents or suppliers to use reasonable skill and care in making, performing or providing, as applicable, your contracted holiday arrangements. Please note, it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against us. Standards of, for example, safety, hygiene and quality may vary throughout the transport and destinations that your holiday may involve. Sometimes these standards may be lower than those which would be expected to be found in the UK. In addition, we will only be responsible for what our employees, agents and suppliers do or do not do if they were at the time acting within the course of their employment (for employees) or carrying out work we had asked them to do (for agents and suppliers).

We will not be responsible for any injury, illness, death, loss (for example loss of enjoyment), damage, expense, cost or claim of any description which results from any of the following: the act(s) and/or



omission(s) of the person(s) affected or any member(s) of their party or the act(s) and/or omission(s) of a third party not connected with the provision of your tour and which were unforeseeable or unavoidable or 'force majeure' as defined above.

Please note we cannot accept responsibility for any services which do not form part of our contract. This includes, for example, any additional services or facilities or excursions which a hotel or any other supplier or any of our local contacts agrees to provide for you where the services or facilities are not advertised by us and we have not agreed to arrange them as part of our contract. For any additional excursion, activity or tour you book whilst on holiday, your contract will be with the operator of the excursion, activity or tour and not with us. We are not responsible for the provision of the excursion, activity or tour or for anything that happens during the course of its provision by the operator. In addition, regardless of any wording used by us on our website, in any advertising material or elsewhere, we only promise to use reasonable skill and care as set out above and we do not have any greater or different liability to you.

The promises we make to you about the services we have agreed to provide or arrange as part of our contract – and the laws and regulations of the country in which your claim or complaint occurred – will be used as the basis for deciding whether the services in question had been properly provided. If the particular services which gave rise to the claim or complaint complied with local laws and regulations applicable to those services at the time, the services will be treated as having been properly provided. This will be the case even if the services did not comply with the laws and regulations of the UK which would have applied had those services been provided in the UK. The exception to this is where the claim or complaint concerns the absence of a safety feature which might lead a reasonable holiday maker to refuse to take the tour in question. Please note, however, our obligation is to exercise reasonable skill and care. We do not make any representation or commitment that all services will comply with applicable local laws and regulations and failure to comply does not automatically mean we have not exercised reasonable skill and care.

Conditions of Suppliers

Many of the services which make up your holiday are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions. Some of these terms and conditions may limit or exclude the supplier's liability to you. Copies of of these terms and conditions are available on request from the supplier involved.

Travel Arrangements and Transfers

You will be responsible for any and all travel arrangements and travel documentation required for your transport and that of your group and belongings, to the destination airport as stipulated in your booking confirmation. Our liability to you will start and end at the destination airport.

Airport transfers on the first and last day of the scheduled tour are included in the cost of your booking. If you are arriving or leaving on different days, you will need to make your own arrangements regarding transfer to or from arrival and departure airports. If you arrive late, we will do our best to enable you to join the tour at a convenient time and place but cannot make any guarantees that you will be able to.



Data Protection

For the purposes of the Data Protection Act 2018, we are a data controller. In order to provide your holiday, we need to collect certain personal details from you and as appropriate, pass these on to suppliers and other third parties. By signing the booking form, you are stating that you have read and agree to our Privacy Policy. In addition, your data may be disclosed to regulatory bodies or public authorities such as customs or immigration for the purposes of monitoring and/or enforcing compliance with any regulatory rules/codes; and it may be used for marketing, research and statistical purposes and crime prevention. (See also Privacy Notice)

Brexit Implication

Please note that certain travel arrangements may be affected as a result of the United Kingdom's decision to leave the European Union. This could include an unavailability of certain flight routes, access to certain ports and airports and changes to the visa requirements of British citizens travelling to, within or through the EU. Please rest assured that this is something we will continue to monitor and will advise our customers as soon as possible if we become aware of any confirmed bookings that will be affected. However, since this is something which is completely unprecedented and outside our control, we would treat any such changes as Force Majeure, and whilst we will endeavour to provide suitable alternative arrangements or refunds where possible, we will not be liable to pay you any compensation.

The cost of your holiday

We reserve the right to make changes to and correct errors in advertised prices at any time before your holiday is confirmed. We will advise you of any error of which we are aware and of the then applicable price at the time of booking. We also reserve the right to correct errors in the prices of confirmed holidays.

Once the price of your chosen holiday has been confirmed at the time of booking, (subject to the correction of errors) we will only increase or decrease it in the following circumstances. Price increases or decreases after booking will be passed on by way of a surcharge or refund. A surcharge or refund (as applicable) will be payable, solely to allow for increase which are a direct consequence of changes in:

(i) the price of the carriage of passengers resulting from the cost of fuel or other power sources

(ii) the level of taxes or fees chargeable for services applicable to the holiday imposed by third parties not directly involved in the performance of the holiday, including tourist taxes.

