

# Italy Cultural Travel

## Independent and Escorted Tours

### Terms and Conditions

It is each individual traveler's responsibility to carefully read and understand the terms and conditions of Italy Cultural Travel prior to submitting a tour reservation.

**PARTIES:** Italy Cultural Travel, hereinafter referred to as "Operator", provides tours. These Terms and Conditions apply to each Tour program provided by "Operator", hereinafter referred to as "Tour". In these Terms and Conditions, the undersigned is hereinafter referred to as "Guest".

#### **RESERVATIONS:**

Reservations are accepted by Operator upon receipt of a completed and signed, printed reservation form, or upon receipt of a completed and electronically signed, online reservation form accompanied by a non-refundable deposit of US\$250 per Guest per Tour. The remaining balance of the Tour is due no later than 60 days prior to the Tour departure date, and invoices for final payment of Tour will be emailed to each Guest prior to the Tour final payment due date. Reservations made within 60 days of Tour departure date must be accompanied by full payment. If Operator does not receive final payment of Tour from Guest by 60 days prior to Tour departure date, Operator reserves the right to cancel Guest's reservation at which time Guest forfeits the non-refundable deposit.

#### **CANCELLATION & REFUND POLICY:**

If Operator receives written notice 60 or more days prior to the Tour start date, Operator shall with-hold the non-refundable deposit. If Operator receives written notice 59-31 days prior to the Tour start date, Operator shall with-hold the non-refundable deposit and Guest shall incur a cancellation fee equal to 50% of the remaining balance due for the Tour. If Operator receives written notice 30 days or less prior to the Tour start date, Operator shall with-hold the non-refundable deposit and Guest shall incur a cancellation fee equal to 100% of the remaining balance due for the Tour.

#### **OPERATOR CANCELLATION OR SUBSTITUTION:**

Although all Tours Dates are Guaranteed Departures, Operator may cancel any Tour at any time before departure due to *force majeure* event or circumstance. Operator may in its' sole discretion substitute a Service or Good of similar quality for any Service or Good stated in a Tour itinerary. If a tour is cancelled, Operator's liability is limited to a full refund of affected Guest's deposits and Tour Fees, and Operator will not be liable for any other costs, damages, or refunds of any kind for any loss, delay, inconvenience, disappointment, or expense whatsoever in such circumstances. If for reasons beyond Operator's control, a Tour in progress must be interrupted or cancelled, Operator will in good faith refund a portion of the Tour Fees depending on Operator's actual costs incurred compared to the Tour as originally contemplated.

#### **INCLUDED IN TOURS:**

Travel and transfers within Italy during the tour according to Final Itinerary, Tour leader who also serves as Guests liaison (only on Escorted Tour), hotel accommodations in 3½ Superior and 4 Star Hotels in a twin / double room, single supplement applies, hotel taxes, meals and beverages as detailed in the finalized tour itinerary, entry fees to historic sites and monuments detailed in the finalized tour itinerary, fees for interactive excursions during the Tour by

professional Local Guides as detailed in the finalized itinerary, Porterage (1 piece per person) is included at hotels, where available and where provided at airports, stations and piers.

**NOT INCLUDED IN TOURS:**

Roundtrip airfare to and from Italy, Travel/Cancellation and Medical insurance, telephone calls, personal items, laundry, individual purchases, beverages, cocktails, or personally ordered wines beyond provisions of the tour as specified in the finalized Tour itinerary, extra meals or snacks, room service, gratuities and tips to Tour Guide(s)/Leader(s)s, Hotel and restaurant staff, any other costs not specified in the finalized Tour itinerary or elsewhere in writing. Guest is responsible for all of the above and the cost of any changes he or she makes outside the Tour and Tour provisions.

**PRICES:**

Due to fluctuations in the US Dollar/Euro currency exchange rates, Operator ONLY guarantees a Tour price for reservations/Tour bookings received. The Tour price is guaranteed at the Tour list price indicated on Operator's website at the time of Guest's booking date and Operator's receipt of Guest's online or faxed reservation/Tour booking form. Otherwise, prices are subject to change without notice.

**RESPONSIBILITY:**

Operator expressly limits its' performance to the delivery of a Tour with accompanying food, lodging and ground transportation from site to site. Operator and its' agents expressly exclude all other guarantees and warranties including but not limited to, the warranty of workmanlike performance of Operator and its' agents. Furthermore, Operator and its' agents will not be responsible for any direct or indirect consequential damages or injury that may result from a Tour. The Guest is completely responsible for all actions, and agrees to hold harmless Operator and its' agents for any accident, damages or injury. Operator and its' agents are not responsible for Acts of God or acts of war/terrorism, and Guest agrees to hold Operator and its' agents harmless for any incident or injury resulting from the same, or as a result of any force majeure. Only Operator may finalize an order or reservation and make it a binding contract to provide the services of Operator to Guest. Responsibilities of Guest include, but are not limited to the adherence of all local laws, respecting customs and culture, assessing abilities, respecting other Guests' privacy, and following the suggestions and advice of the Operator and Tour guide during a Tour. Operator reserves the right to decline, accept, or retain at any time, any Guest, as a participant of a Tour, if Operator deems that Guest behaviour is disruptive to the group or Tour, is inappropriate and offensive to the Group or interferes with the delivery of services of the Tour. Operator reserves the right to remove any Guest from a Tour should Operator determine that the Guest cannot meet the physical requirements of the Tour, as stated in the Tour itinerary, or is disruptive to the Tour time schedule. In the event that a Guest is removed from a Tour, Operator will not refund any monies to the Guest. Transportation costs to return home, airline penalties, and any other expenses will be the responsibility of the Guest. No refunds for unused services, activities, excursions, workshops or portions of a Tour for any reason will be made to Guest.

**INSURANCE:**

Trip cancellation insurance is recommended, but not required to participate in a Tour. Trip cancellation insurance will protect Guest should he or she need to cancel for certain necessary reasons such as illness, unemployment, death, and provides Guest refunds for air and Tour in full. Additional insurance for baggage, health/accident is also strongly recommended and available through most major travel insurance providers.

\*\*Italy Cultural Travel Terms & Conditions are subject to change without notice.