

WalkItalyTours (WIT) General Conditions

WIT accepts bookings subject to the following conditions.

1. Contract with WIT

To secure a booking, WIT requires a signed Booking Form, plus a non-refundable down payment (30% of the price) per person per tour, or full payment if travel is due to commence within 60 days. This payment is deemed confirmation that the Client has read and accepts the General Conditions. A booking is accepted and becomes definite only from the date WIT issues a Booking Confirmation. It is at this point that a Contract between WIT and the Client comes into existence. WIT reserves the right to decline any booking.

The Contract is between WIT and the Client, being all persons named on the booking as travelling or intending to travel with WIT. The person making the booking, which is subject to these terms, warrants that he/she has full authority to do so on behalf of all persons named, and confirms that all such persons are fully aware of and accept these conditions.

The Contract, including all matters arising from it, is subject to Italian law and the exclusive jurisdiction of Italian Courts. No employee of WIT other than a director has the authority to vary or omit any of these terms or promise any discount or refund.

2. Tour prices

Prices are subject to change until final payment is received in the event of significant currency fluctuations or the introduction of new taxes. Prices are in EUROS (€).

Occasionally, WIT makes an honest mistake in advertised tour prices, inclusions and booking conditions. WIT reserves the right to correct such errors and will advise the Client at the time of booking or as soon as possible.

In the event of a price increase, whether because of a currency fluctuation, increase in taxes or correction in advertised prices, WIT will advise the Client and give the option of accepting the amended prices, inclusions and booking conditions or withdrawing from the tour and receiving a full refund of all monies paid.

Once final payment is received, all prices will be guaranteed and no surcharges will apply.

3. Payment

Final payment is due 60 days before the first day of the tour. Failure to pay it by the due date may result in cancellation of the booking and loss of deposit.

In the event of a late booking and/or payment, WIT reserves the right to charge a late fee to cover additional communication and other expenses.

4. Minimum numbers

Unless otherwise stated, all guided group tours are based on a minimum of 6 participants and a maximum of 10, plus tour leader. Where minimum numbers have not been achieved as indicated in the Tour Programme the tour may be cancelled in accordance with clause 7b.

5. Changes

5.1 Changes by the Client

Because of additional communication and other expenses, we reserve the right to charge an appropriate administration fee per amendment to a booking. While every reasonable effort will be made to accommodate changes and additional requests, their availability cannot be guaranteed.

5.2 Changes by WIT and *Force Majeure*

WIT will use its best endeavors to operate all tours as advertised. By entering into this Contract, the Client accepts that it may prove necessary or advisable to vary or modify a tour because of prevailing local conditions.

WIT reserves the right at any time to cancel or change any of the facilities, services or prices described (including transport, accommodation or other arrangements) and to substitute them with alternative arrangements of comparable monetary value without compensation and accepts no liability for loss of enjoyment as a result of these changes.

If a service or facility becomes unavailable due to circumstances of *force majeure* and no alternative arrangement of comparable monetary value is available, WIT will substitute it with the best alternative available and will either refund the Client any cost saving or charge the Client for any additional costs incurred.

If a major change is known to WIT, the Client will be told at the time of booking. If a major change becomes necessary, WIT will inform the Client as soon as reasonably possible if there is time before departure.

While the specific definition of a major change depends on the individual tour and circumstances, a major change may be broadly defined as cancellation of the tour, change of start or end city, or omission of a major component. When a major change is made, the client will have the choice of accepting the change of arrangements, purchasing another available tour or cancelling the tour and obtaining a full refund.

Force majeure means any event which WIT or its suppliers could not, even with all due care, foresee or avoid. Such events include war, threat of war, riot, civil strife, industrial dispute, epidemics, health risks, terrorist activity, natural or nuclear disaster, fire or adverse weather conditions, technical or maintenance problems with transport, changes imposed by the cancellation or rescheduling of travel arrangements by a main charterer, or other similar events beyond the control of WIT. WIT is not liable for any penalty charges associated with 'supersaver'-type connecting rail or airfares in the event of a change to a holiday departure time, date or airport.

6 Substitution of Client

If any member of the party is prevented from travelling because of the death, injury or serious illness of the participant, close relative or friend, redundancy or jury service, it may be possible to transfer the booking to another suitable person (acceptable to WIT) provided that written notice is given at least one calendar month prior to departure. An administration fee of €100 per person will be levied, plus any costs imposed by WIT suppliers.

7 Cancellation

7.1 Cancellation by the Client

The Client may cancel the booking at any time. Written notification is essential. Cancellation charges will be applied as shown below, calculated from the day written notification is received by WIT.

- 60 days or more: 100% of deposit
- 59 – 46 days: 25% of tour cost
- 45 – 22 days: 55% of tour cost
- Within 21 days: 100% of tour cost

If the reason for cancellation is covered by the insurance policy, you may be able to reclaim these charges.

7.2 Cancellation by WIT

WIT reserves the right to cancel a tour for any reason. Except for *force majeure* (as outlined in clause 5) or the Client's failure to pay the final balance, WIT will not cancel a tour fewer than 60 days before departure. Unless the Client fails to pay the final balance, WIT will return all monies paid, excluding payment for travel insurance and administration fees. No compensation will be paid in the event of cancellation by WIT. A full refund of monies paid for tour costs will be the full extent of WIT's liability.

8. Passports and visas

It is the responsibility of the Client to be in possession of a valid passport and visa (if needed), as may be required for the duration of the tour. Information about these matters or related items is given in good faith but without responsibility on the part of WIT.

9. Travel insurance

It is a condition of travel that you are covered by comprehensive travel insurance. If you are arranging your own insurance, you must provide, no later than 30 days prior to commencement of travel, a copy of your travel insurance policy (or details of master policy) the emergency telephone number of your insurance company and the emergency

contact. If you do not have your Travel Insurance, WITs provides a EuropeAssistance insurance (Viaggi No Stop Vacanza, if group size is < 10 pax or Viaggi Nostop Gruppi if group size is > 10 pax.

10. Fitness and participation

While WIT tours do not require a special level of fitness, all people participating in the tours must possess a reasonable level of mobility, including the ability to:

- Negotiate airports and railway stations without wheelchair assistance
- Use combined shower–bath facilities (it is impossible to guarantee walk-in shower facilities)
- Undertake walking tours of 4–6 hours duration, including using stairs, and walking on cobblestones, gravel paths and other uneven surfaces
- Stand for long periods in museums and other sites
- Embark/disembark coaches, trains and other methods of transportation without assistance
- Handle their own luggage.

If the Client (or WIT) has any doubts about their ability to participate in a chosen tour, they may be required to have a doctor's appraisal. This would require a doctor to read the itinerary of the chosen tour and provide a written confirmation of ability to participate. Tour activity level options are detailed under FAQs.

12. Illness or disability

Anyone suffering from illness or disability or undergoing treatment for any physical or medical condition must declare the true nature of such condition at the time of booking and make arrangements for the provision of any medication or other treatment that may be required during the tour. Failure to make such disclosure will constitute a breach of these booking conditions and result in such persons being excluded from the tour, in which case all monies paid will be forfeited.

12. Local laws

All participants of tours operated by WIT are expected to obey the laws and regulations of the countries visited. Failure to do so will relieve WIT of all obligations it may otherwise have under these booking conditions.

13. Complaints

If the Client has a complaint about any of the tour arrangements, the Client must at that time bring it to the attention of the tour leader or other representative of WIT so that they may use their best endeavors to rectify the situation. It is only if WIT is made aware of any problems that there will be the opportunity to put things right. Any complaints must be made in writing to WIT within 15 days of completion of the tour.

14. WIT responsibilities

All bookings are accepted on the understanding that the Client appreciate that travel does, by its very nature, involve some risk and that Clients undertake all tours of their own volition.

- i. Where the Client does not suffer personal injury, WIT accepts liability should any part of the holiday arrangements booked with WIT not be supplied as described and not be of reasonable standard. In such a case, WIT will pay reasonable compensation if the Client's enjoyment of the tour has been adversely affected but will pay no compensation if there was no fault on the part of WIT or its suppliers and the reason for the failure in the tour arrangements was the action of the Client or of someone unconnected with the tour arrangements or could not have been foreseen or avoided by WIT or its suppliers even if all due care had been exercised.
- ii. Where the Client suffers death or personal injury as a result of an activity forming part of the tour arrangements booked with WIT, WIT accepts responsibility unless there was no fault on WIT's part or its suppliers and the cause was the action of the Client or someone unconnected with the tour arrangements or one that neither WIT nor its suppliers could have anticipated or avoided even if all due care had been exercised.
- iii. WIT's acceptance of liability to pay compensation pursuant to clauses 14 (i) and 14 (ii) is limited – in the case of rail travel, sea travel or hotel accommodation – to the amount set out in the provisions of, respectively, the *Warsaw Convention* as amended by *The Hague Protocol 1955*, the 1961 Berne Convention, the 1974 Athens Convention and the 1962 Paris Convention.
- iv. WIT's acceptance of liability in clauses 14 (i) and 14 (ii) above is subject to the Client's assignment to WIT of their rights against any agent, supplier or subcontractor of WIT that is in any way responsible for the unsatisfactory tour arrangements or the Client's death or personal injury.

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