

Viaggio Italia Travel

Terms and Conditions

General Information

Please take the time to read and understand the Terms and Conditions set out below prior to booking a trip with us. They include important information you will need to know before you book a tour with Viaggio Italia Travel and about the tour you book, and form part of the contract entered into between you and us (Viaggio Italia Travel) for your travel arrangements.

We strongly recommend that you also read the tour documentation relating to your tour prior to booking to ensure that you understand the itinerary, style and physical demands of the tour you are undertaking.

Our contract

All travel bookings are made with Viaggio Italia Travel Pty Ltd (ABN 81625944283) (**Us, Our or We**). By booking a tour with us you are deemed to have agreed to these Booking Terms and Conditions (which constitute the entire agreement between you and Us) and your booking will be accepted by Us on this basis. The services to be provided are those referred to on your Booking Form and in the booking invoices.

Passports

Passport, visa and vaccination requirements are your responsibility and We are not liable for any loss or expense due to your failure to comply with the requirements of countries visited or transited. All guests are required to carry a passport valid for a minimum of 6 months after completion of their booked tour.

Travel Advice

The Australian Government through the Department of Foreign Affairs and Trade regularly updates travel advice on various destinations. We recommend that you refer to www.smarttraveller.gov.au for the latest updates before you travel, and register your travel plans online before you depart.

Prices

Prices include all accommodations, transfers and transportation as outlined within the tour brochure, sightseeing as outlined in the tour brochure, and services of local guides and Our representatives as detailed in the tour brochure. Meals are included as specified in the tour brochure. Where an item is not expressly detailed as being included in the tour brochure, they are not included as part of the tour.

Prices shown are per person in Australian dollars, inclusive of Goods & Services Tax (GST), and are based on double occupancy. Where single occupancy is requested, we will provide a quotation (where this is available) or a Single Supplement.

Booking

Bookings must be made using the Viaggio Italia Travel Tour Booking Form. The Booking Form is available online for online completion at <https://www.viaggioitaliatravel.com.au/booking>. The Booking Form is also available on



that webpage for download and completion offline. The Booking Form, completed in this way, needs to be either mailed to Us or scanned and a copy emailed to Us for Our records.

It is important that the Tour Booking Form is completed using the full names as they appear on your passport(s) (We rely on this information to make hotel bookings and other arrangements for your tour, such as transport bookings). Fees may apply to amend names after your booking is confirmed. No responsibility will be taken by Us for incorrect information supplied by you.

It is mandatory that the Tour Booking Form is fully completed.

Payments and Deposits

By confirming your booking with your deposit payment, you are agreeing to these Booking Terms and Conditions and any additional terms and conditions outlined in the relevant tour documentation.

We accept cash, direct deposit, bank transfers and cheques for all payments. Credit cards and payments via Paypal or TransferWise are also accepted, however fees may apply.

The deposit required is usually approximately 20% of the overall tour price and is required before a booking is confirmed by Us. Payment instructions will be sent to you once we have received the completed Tour Booking Form. Bookings are reserved once the prescribed deposit is received.

The balance of the payment for your tour will be due a minimum of 3 calendar months prior to the commencement date of the tour or upon booking if the tour commences within less than 3 calendar months of the booking date. At that time, We will issue an invoice which will indicate the timing for your payment of the balance.

Should your final payment fail to reach us by the date specified on the invoice, We reserve the right to cancel your booking. Should the payment not be received by Us on time, We will communicate with you and seek to provide alternative options for you, however full payment is required prior to commencing your tour.

Cancellations

All cancellation requests must be submitted in writing to Us no later than 12pm EST on a scheduled Queensland working business day for the booking to be cancelled that day. Cancellations received after 2pm will not be processed until the following Queensland working business day. Cancellation fees and charges are calculated from the date the cancellation is processed by Us.

We will charge cancellation fees on all tours. Cancellation amounts are based on the tour, destination and time of cancellation.

If you cancel your tour reservation for any reason at any stage, your deposit is non-refundable. If cancelling more than 60 days before the tour starting date, we will refund any other payments you have made for the booked tour for physician-documented emergency medical reasons or for police-documented cases of accident, flood, fire, or crime.

If cancelling less than 60 days from the tour start date, a cancellation fee equal to 100% of the tour cost will apply. We do not provide refunds for non-medical personal problems, air carrier delays or cancellations, inability to obtain passports, business



problems or emergencies. The reason for this is that We need to prepay Our international partners prior to a tour and in most cases these payments are non-refundable to Us.

In the unlikely event that We cancel your tour, you are be entitled to a 100% refund within 2 weeks of the tour's cancellation. We reserve the right to cancel tours at any time for any reason (including lack of client numbers, illness, unavailability of accommodation and travel options and safety concerns). We repeat, however, that this is extremely unlikely to occur.

We require you to purchase your own travel insurance prior to your tour, and this should include cover for cancellation coverage, airline tickets, trip delay, lost luggage or any potential medical expenses. Evidence that you hold appropriate travel insurance may be requested by Us. All insurance policies are subject to terms, conditions and exclusions. Please carefully read and retain your policy in a safe and accessible place.

Once you are on your tour, refunds will not be made in respect of unused accommodation or activities organised by Us if you elect to use alternative accommodation or not participate in an activity. Similarly, We will not issue refunds for meals, sightseeing tours, transfers, or any other services, which are included in the tour cost, but not utilized by a tour guest for any reason.

Itinerary Changes & Price Flexibility

We make every effort to operate all tours as advertised. We reserve the right to alter the itinerary, or substitute sightseeing, hotels and / or conveyances as deemed necessary (in all cases acting reasonably). We will advise you of any material changes to your itinerary as soon as practicable.

Although not expected, prices in the brochure may be modified due to unexpected significant factors not forecasted at the time of printing. In such cases, updated brochures will be prepared and these will supersede previous versions. We will confirm the tour price at the time of booking.

Personal Expenses

Phone calls, wi-fi (where not provided by accommodation providers), room service, alcoholic and bar beverages, laundry and other optional incidental extras are not included.

Departure and arrival

Whilst We will provide all relevant information to you regarding your tour, it is your responsibility to confirm the time the tour will commence and conclude. This should be done prior to you making any flight or train bookings so that it is clearly understood that your arrangements will fit in with the times notified to you.

Luggage Handling and Restrictions

Whilst We will make every effort to assist, luggage handling is not included in the tour cost (which means that guests are responsible for carrying their own luggage). Guests are allowed one medium-sized suitcase and one small carry-on bag per person. If you exceed this limit, you may find it difficult to transfer your luggage, especially when boarding and alighting from trains or minivans, and there may not be space in vehicle(s) to transport your excess luggage. If you are unable to carry your own luggage, it will be at your own expense to have it transported throughout the tour.



Although every effort is made to handle guests' luggage carefully, We do not accept responsibility, nor do we assume liability or accept claims for loss or damage to luggage personal effects due to breakage, theft, or fair wear and tear through hotel or transfers or transport. It is more important to have adequate travel insurance to cover these eventualities.

Photography and Video on Tour

Occasionally, Viaggio Italia Travel will use photographs and/or video taken by fellow guests or your Tour Director on tour for print, internet and other promotional purposes. Viaggio Italia Travel will not use your photographs or videos for any purpose other than the general promotion of Viaggio Italia Travel services and products. If you prefer that your image was not be used in any marketing activities, please notify your Tour Director or contact Us at admin@viaggioitaliatravel.com.au. By making a booking with Us, you agree that We are entitled to use your photographs and videos from tours as many times and in as many ways as We choose, without remuneration or compensation to you now or in the future.

Guest fitness

Guests will need to participate in walking tours, including stairs and steps in some cases. In some locations, such as the Amalfi Coast, steps can be frequently encountered and be quite steep and may be uneven. To comfortably participate in all tour activities, We recommend that guests prepare by starting a moderate walking program at least 2 months before the tour.

Special requirements

We request that you please advise us of any special requirements you may have, such as dietary, accessibility or medical requirements, as soon as possible. If you get motion sickness easily, it is advisable to bring with you motion sickness pills, as we will be travelling along hilly and mountainous roads at times.

Guest behaviour

We want all of our guests to have a great travel experience. As such, We expect all guests to behave in a way that ensures that everyone on the tour feels comfortable, safe and respected. We reserve the right either before or during the tour to refuse to carry or accommodate any guest whom We reasonably consider, in the best interests of all participants in the tour, to be unsuitable by reason of physical or mental condition or unacceptable behaviour. Examples of unacceptable behaviour include (but are not limited to) harassment of any kind, intimidation and aggression. A guest not retained on tour shall have no cause for complaint or refund and shall bear any and all extra expenses that ensue.

Guests are responsible for their own behaviour. Guests are responsible for any damage they cause during the tour to property of Viaggio Italia Travel or any business or property visited.

Any legal action (including fines) taken against a guest on tour because of the actions of a guest will be the sole responsibility of that person or persons.

Smoking is not permitted in tour vehicles or buildings or hotels unless it is in a designated smoking area.



Alcohol

Viaggio Italia Travel does not condone excessive drinking. We promote responsible consumption of alcohol.

We provide alcohol during some meals and events. When consuming alcohol on tour, guests accept responsibility for their actions and for monitoring and moderating their alcohol consumption and behaviour.

Service of alcohol may be refused to guests deemed intoxicated.

Exclusions from all tours

- Airfares
- Everything not expressly mentioned in specific tour itineraries or mentioned as being an option/optional/excluded.
- Items of personal nature, phone calls, passport and Visas (if applicable), laundry or tips.
- Personal transport, excess baggage, security and government taxes, travel insurance.
- Meals not specifically mentioned in itinerary.
- Entry fees to all places not included in the itinerary.
- Optional excursions or activities that may be offered which are not included in the tour price.
- All personal expenditure.

Disclaimer

All tickets and coupons issued by Us and all arrangements for transport, conveyance or hotel accommodation are made by Us as Agents upon the express condition that We shall not be held liable for any injury, damage, loss, accident, delay or irregularity which may be occasioned either by reason of any defect in any vehicle or through the acts of default of any company or person engaged in conveying the passenger or in carrying out the arrangements of the tour(s), or otherwise in connection therewith, or of any hotel proprietor or servant. Such conveying is subject to the laws of the country where the conveyance, etc, is provided.

All coupons, receipts and tickets are issued subject to the terms and conditions specified by Us and the issuer of the coupon, receipt or ticket.

Baggage is entirely at "own risk".

We accept no responsibility for losses or additional expenses due to the delays or change of trains or other services, weather, strikes, war, quarantine or other causes. All such losses or expenses are the responsibility of the guest. No responsibility is accepted for any loss, expense, accident, injury, or damage to any person or property due to the actions or omissions of any person, or any cause, including but not limited to acts of God, acts of terrorism, war, strikes, defects in machinery, breakdown of equipment, weather, quarantine, negligence, loss of baggage, or other causes beyond our control, such losses being the responsibility of the guest.



We reserve the right to update or alter these Terms and Conditions at any time. If these Terms and Conditions are altered prior to a booked tour, we will communicate to all impacted guests.

We may use our absolute discretion in exercising any of the rights granted to Us pursuant to these Terms and Conditions.

Liability

We are not liable for any act or omission in relation to any contract, air booking, ground arrangements, or excursion operated by individual service providers and are not liable for any loss (direct or indirect) or consequently delay, injury, damage, death, inconvenience or additional expenses or any other event beyond Our control.

We are not responsible for the conduct of third-party operators, venues or suppliers.

Governing law and jurisdiction

Except where otherwise indicated, the law of Queensland governs these Terms and Conditions. The parties submit to the non-exclusive jurisdiction of the courts of Queensland and of the Commonwealth of Australia.

