



## BOOKING TERMS AND CONDITIONS

*For full details of what the tour price includes see the detailed itinerary of each tour.*

These terms and conditions, together with the relevant brochure or website description and the itinerary form your contract with us. In these terms and conditions “we” or “us” shall mean Love Umbria Limited, a company registered in Northern Ireland (registered number NI069347), “you” shall mean the recipient of the booking form and everyone named in the booking form or added subsequently (and “our” and “your” shall be construed accordingly).

- 1. CONTRACT:** In order to make a booking you should complete and sign the booking form and send it to us with the correct deposit or full payment as applicable. A contract will come into existence between you and us when we confirm the tour verbally on the phone or on issue of a confirmation invoice when you have applied by email, fax or post. You must notify us within 14 days of the date specified on the invoice (or prior to the departure of the tour if earlier) if such confirmation invoice does not accurately confirm your reservation, failing which you shall be bound by the invoice. Verbal descriptions, agreements, requests and alterations to these terms and conditions can be misunderstood and are hard to confirm or clarify subsequently so for your own protection you should obtain all such information and communication in writing from us.
- 2. PRICE:** The tour price includes all items specified in the itinerary, together with any extras and special requests detailed on your booking form and confirmed in writing with our confirmation invoice. Once the price of your chosen tour has been confirmed then, subject to the correction of errors, we are pleased to guarantee this price. We reserve the right to increase or decrease the prices of unsold tours at any time but this will not affect the price of tour bookings already made. We reserve the right to change and correct errors in any of the prices, services or other particulars contained in our brochures or website at any time before we enter into a contract with you. Examples of where a price might change after the brochure is printed or website description is published is if there is a change in government taxes or where there is an increase to us for any of the costs involved in the tour. If there is any change or error of which we are aware, we will notify you of this before you enter into such a contract.
- 3. PAYING THE BALANCE:** Your final balance is due no later than 8 weeks before departure. The date will show on your confirmation invoice. When you book a holiday within 8 weeks of departure full payment is due on booking.
- 4. PASSPORTS AND IDENTITY CARDS:** You should carry a valid in date passport or national identity card with you at all times in Italy.
- 5. AGE & FITNESS:** There is no specific age limits for our tours, this is determined by fitness and mobility. The nature of some tours is such that you will be required to negotiate hilltop streets and steps. In addition some cycling and walking tours may require a certain level of fitness. If you have any difficulty walking or there is any other factor which makes it difficult for you to take part in any portion of the tour or travel arrangements unaided, or may affect your or other participant's ability to enjoy the tour, you must discuss the tour with us prior to booking or inform us should the above become the case after you book. If you use a wheelchair, you must notify us of this before you book your tour.
- 6. SPECIAL REQUESTS:** All special requests must be advised to us in writing at the time of booking. We will check any reasonable request with the relevant supplier and if we receive confirmation of this from the supplier, will confirm it to you. We regret we cannot accept any booking which is specified to be conditional on the fulfillment of a particular request.
- 7. INSURANCE:** It is a condition of booking that you have adequate travel insurance with medical emergency assistance cover and third party liability. It is your responsibility to check that this insurance is valid at the time of travel and we cannot be held liable for any costs incurred if it is not.
- 8. TIMING AND TRANSPORT:** Departure timings will be confirmed with the final itinerary and will apply throughout the tour unless advised otherwise by the Tour Manager. It is your responsibility to arrive promptly at these times, and no liability is accepted for any costs if you fail to do so. We reserve the right to substitute the carrier where it considers it necessary or desirable. Coaches and other transport may be smaller and of a different specification for smaller parties.
- 9. CANCELLATION BY YOU:** If you cancel the tour of any or all of the persons named on the booking form, a charge (as set out below) will be made which varies according to the time we receive a written cancellation notice signed by the recipient of the booking form.



Date Cancellation Received:	Cancellation Charge (as percentage of total cost)
56 or more days before departure	loss of deposit
43-55 days before departure	-40%
29-42 days before departure	-60%
15-28 days before departure	-75%
1-14 days before departure	-100%
day of departure	-100%

- 10. ALTERATION BY YOU:** We will always try to comply with requests for alterations to the booking where in our opinion it is reasonably possible but we will charge an administration fee of up to Euro 50 per person plus any charges imposed on us by the suppliers of the component part of the package. Requests for amendments must be submitted in writing by the person who signed the booking form.
- 11. TRANSFERS BY YOU:** You may change your booking up to 14 days before departure by transferring it to another person if you are unavoidably prevented from travelling, and the person to whom you wish to transfer the tour meets any conditions which may apply to it. The right to transfer is subject to a payment of an administration fee of Euro 50 per person, and the payment costs incurred in making the transfer.
- 12. ALTERATION BY US:** Our tours have been carefully arranged, and the descriptions in our brochure, on our website and in the itineraries are as accurate as possible. However tours are planned far in advance and changes can become desirable or unavoidable. Most operational changes are of a minor nature and although we are not obliged to inform you, we may well do so. Where it is necessary to make a "significant change", we will inform you as soon as possible before you depart. You may then: (a) accept the change; (b) book any other available tour from our brochure or website (where the cost is less you will be refunded the difference but where the cost is more you will be expected to pay the additional cost); (c) cancel your booking and receive a full refund of all monies paid. In addition we will pay compensation if deemed appropriate of an amount which is reasonable taking into account all the circumstances. An example of where it would not be deemed appropriate to award such compensation would be if a significant change resulted from *force majeure* circumstances or *low bookings* each as defined below. For the purposes of your contract with us, a "significant change" is defined as a change to a lower official standard of accommodation; of scheduled departure or return time by more than 16 hours or where the tour would be no longer based in the region advertised. For the purpose of this Clause, "force majeure" means unusual and unforeseeable circumstances beyond our control or the control of our suppliers, the consequences of which could not be avoided by us even with the exercise of all due care. "Low bookings" is a situation in which the minimum number of person required to run the package is not met. In the unlikely event that we become unable to provide a significant proportion of the tour you have booked after you depart, we will make alternative arrangements for you at no extra charge, or if this is impossible, or you do not accept these alternative arrangements for good reason, we will provide you with transport back to your place of arrival and a pro-rata refund to the cost of the remainder of your tour. In addition, if appropriate, we will pay you compensation as specified above.
- 13. CANCELLATION BY US:** We reserve the right to cancel your tour arrangements though this is an extremely rare occurrence. Should this happen, we will give you as early notification as possible and you will be entitled to book any other available tour from our brochure or website, (where the cost is less you will be refunded the difference but where the cost is more you will be expected to pay the additional cost), or entitled to receive a full refund. In the case of cancellation due to low bookings, we will advise you no later than 56 days before departure. In addition, you will be entitled in the same circumstances and as appropriate as set out in Clause 12 in relation to significant alterations before departure, to receive compensation. For the avoidance of doubt we will not be liable for refunds for additional travel costs such as for connecting flights or other travel arrangements, if the reservation was not made through us.

**14. DELAY:** Although it is deemed to be the responsibility of the carrier such as your airline to make appropriate arrangements in the case of serious delay, where this is not forthcoming, we will make reasonable efforts to assist you with making appropriate arrangements. However any costs incurred must either be paid for by the carrier where appropriate, or in most cases will be payable directly by you, and then reclaimed from your travel insurance. It is therefore, your responsibility to ensure that your travel insurance covers you for delayed departure or return, especially where you have booked connecting flights (and that you have sufficient funds or method of payment with you to cover such an eventuality).

**15. YOUR BEHAVIOUR:** You undertake to behave in an orderly fashion, not to disrupt the enjoyment of others or to prejudice our reputation with our suppliers. If you breach this clause your tour shall be terminated forthwith and we shall have no further contractual obligation towards you. You are liable for all damage and losses caused by his actions.

**16. HEALTH & SAFETY:** We advise that anyone who is not in general good health, or is pregnant, or suffers from any condition should only travel with their doctor's consent, and they should ensure (if necessary) that they bring correct medicines. Should you be taken ill whilst on an escorted tour we will arrange for professional medical care as appropriate and as quickly as practically possible and, where necessary inform your travel insurers. Please ensure that your passport has your next of kin details so that we can make arrangements for them to be contacted in an emergency and that you provide us with details of your travel insurance. Please note that all costs incurred by the us in providing this assistance, including payment for any transport and phone calls must be reimbursed to us. A receipt will be issued so that you can present this to your travel insurers.

**17. LIABILITY:**

(i) Our obligations, and those of our suppliers providing any service or facility included in your tour, are to take reasonable skill and care to arrange for the provision of such services and facilities and, where we or our supplier is actually providing the service or facility, to provide them and to do so with reasonable skill and care. You must show that reasonable skill and care has not been used if you wish to make any claim. Standards of, for example, safety, hygiene and quality vary throughout the transport and destinations that your tour may involve. Sometimes these standards will be lower than those which would be expected to be found in your home country. The services and facilities included in your tour will be deemed to be provided with reasonable skill and care if they comply with any local regulations which apply, or, if there are no applicable local regulations, if they are reasonable when compared to the local standards and customs.

(ii) For claims which do not involve death or personal injury, we accept, and will only have, liability, subject to paragraphs (iii) and (iv) below, should we or our suppliers fail to satisfy the obligations detailed in paragraph (i) above. If we have liability, we will, subject to paragraphs (v) and (vi) below, pay you compensation. The maximum amount of compensation which we will pay you in any circumstance will be a refund of your tour cost (excluding any amendment or transfer charges), a refund of any directly attributable expenses, and an amount which could be reasonably and properly expected, taking into account all the relevant circumstances. Any sums received by you from suppliers will be deducted from any sum paid to you as compensation by us.

(iii) For claims which involve death or personal injury as a result of an activity forming part of your tour, we accept, and will only have, liability subject to paragraphs (iv) and (v) below should we or our suppliers fail to satisfy the obligations detailed in paragraph (i) above. If we have liability, we will, subject to paragraphs (v) and (vi) below, pay you reasonable compensation.

(iv) We have liability in accordance with paragraphs (ii) and (iii) above and subject to paragraphs (v) and (vi) below except where the cause of the failure to provide, or failure in, your tour or any death or personal injury you may suffer is not due to any fault on our part or that of our servants, agents or suppliers, because it is either attributable to you, or attributable to someone unconnected with your tour and is unforeseeable or unavoidable, or is due to unusual or unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or an event which neither we, nor our servants, agents or suppliers could have foreseen or forestalled.



(v) If any international convention applies to or governs any of the services or facilities included in your tour arranged or provided by us, or provided by any of our suppliers, and you make a claim against us of any nature arising out of death, injury, loss or damage suffered during or as a result of the provision of those services or facilities, our liability to pay you compensation and/or the amount (if any) of compensation payable to you by us will be limited in accordance with and/or in an identical manner to that provided for by the international convention concerned (in each case including in respect of the conditions of liability, the time for bringing any claim and the type and amount of any damages that can be awarded).

(vi) If you choose to issue court proceedings in respect of a claim against us, you must do so within two years of your return from your tour or within two years of first discovering the matters giving rise to the claim, if this is later. If you do not, then our liability to you will be limited in all cases to a sum of Euro 100.

(vii) You must, if we are adjudged to have, or if we accept, liability for a claim that you make, assign to us any rights that you may have against any of our servants, agents or suppliers which is in any way responsible for the failure of your tour or any death or personal injury you may suffer. You must also co-operate with us in any claim we choose to bring against any third party which we, in our discretion, deem to be so responsible.

(viii) Other than as set out above, and as is detailed elsewhere in these booking conditions, we shall have no legal liability whatsoever to you for any loss, damage, personal injury or death which you suffer arising directly or indirectly from any aspect of your tour. If you think that you are entitled to compensation from us, you must write to us at Love Umbria Limited outlining the nature of the complaint within sixty days of your return from your tour. Failure to follow this procedure may reduce or extinguish any rights you may have to make a claim against either us or any relevant supplier.

(ix) We shall not be liable for any claims arising from non-included items on the itinerary, such as for example, additional meals at restaurants not included in the tour price, even if such venues or excursions have been recommended or booked by one of our representatives.

**18. DATA PROTECTION:** We will provide your name to the hotels and to other suppliers where necessary to enable the operation of the services requested by you. If you make special requests, which include, but are not limited to, special dietary, religious, or disability related requirements which constitute sensitive information, the relevant data will also be passed to the relevant suppliers and carriers to enable provision of the services requested by you.

**19. COMPLAINTS:** We have done everything we can to give you an enjoyable tour and indeed it is very important to us that you do have a good tour. We have always had very satisfied clients. If you are in any way dissatisfied with any aspect of your tour, you must notify the Tour Manager and any relevant supplier as soon as possible. This is so that you can give us and our suppliers the opportunity to, where possible, resolve any problems on the spot before they can spoil your tour. If you are ill whilst on your tour you must in addition to reporting your illness to the Tour Manager, consult a local doctor and also your GP on return to the UK. Should you wish to make a claim against us as a result of that illness, you must provide us with details of both the local doctor whom you saw, and your GP, together with written authority for us to obtain a medical report from both these doctors. If you think that you are entitled to compensation from us, you must write to us outlining the nature of the complaint within 60 days of the end of the tour. Failure to follow this procedure may reduce or extinguish any rights that you may have to make a claim against us or any relevant supplier.

**20. SUPPLIERS:** Coach companies, hoteliers and other suppliers have their own booking conditions or conditions of carriage, and you will be bound by these. Some of these conditions may limit or exclude liability on the part of the relevant transport provider or other supplier, and they are sometimes also subject to various international conventions and laws. Where relevant, copies of such conditions are available on request.

**21. LAW & JURISDICTION:** A binding contract comes into existence between you and us when we dispatch our confirmation invoice to the party leader (or on departure of the tour if earlier). Northern Irish Law (and no other) will apply to your contract and to any dispute, claim or other matter of any description that arises between us. We also agree that any dispute, claim or any other matter of any description which arises between us must be dealt with by the Courts of Northern Ireland.