

# GENERAL TERMS & CONDITIONS PRIVATE & BESPOKE JOURNEYS, SERVICES, EXPERIENCES

These Italy Breeze by Caf Tour & Travel srl Terms & Conditions apply to Holiday Sale Private & Bespoke Journeys (FIT).

# **INCLUDED IN JOURNEYS**

Accommodations as mentioned in the program; local licensed private guides when mentioned in the program; entrance fees; arrival and departure transfers on a private basis (unless differently stated). Porterage is never included but can be added in most of the destinations for an additional cost.

## **NOT INCLUDED IN JOURNEYS**

Optional travel insurance, international and internal airfares, unless otherwise noted; costs associated with obtaining passports or entry visas; reciprocity and other border fees; airport departure taxes, unless otherwise noted; excess baggage charges; all gratuities; meals other than those specified in the itinerary; beverages other than those noted in inclusions above or specified in the itinerary; any meals for your guide if you invite him/her to dine with you; sightseeing not included in the itinerary; and personal expenses such as laundry, communication charges, internet access; hotel city taxes and optional activities (which are subject to availability).

## **HOTEL CHECK-IN**

Most hotels allow check-in to take place during the mid-afternoon. Should you wish to have a guaranteed room ready for your immediate check-in upon arrival, it can be arranged for an additional charge. Please inquire our experts for details and prices.

# **SPECIAL REQUESTS**

Specific requests such as adjacent or connecting rooms, types of beds, smoking rooms and special dietary needs should be advised at time of booking. Please note that while every effort will be made to secure a special request, it cannot be guaranteed.

## **ITINERARIES**

Italy Breeze by Caf Tour & Travel srl reserves the right to modify program itineraries, including arranged sightseeing, and substitute accommodations, including vessels, aircraft and trains, at any time due to unforeseen circumstances or circumstances beyond Italy Breeze by Caf Tour & Travel srl control. Every effort will be made to operate itineraries as planned, but alterations may occur after the final itinerary has been issued. All scheduled sightseeing has been confirmed in advance, but venues including heritage sites, natural parks, museums and other points of interest can change their hours of operations at short notice. If this occurs, your guide will offer alternative arrangements.







## **BAGGAGE**

Please note should your journey include internal/domestic or charter flights, trains etc., your luggage allowance may be less than two (1) pieces of baggage and weight/size restrictions may apply. Restrictions to baggage carriage may apply from carrier to carrier. Baggage and personal effects are at the owner's risk throughout the travel program, and Italy Breeze by Caf Tour & Travel srl, assumes no liability for lost or damaged baggage. Please check with your international carrier for other baggage restrictions and fees applicable to your international flights.

## **PRICE AND ARRANGEMENTS**

Quoted program rates are based on a double occupancy except where differently indicated. Although not expected, published prices may be modified due to unexpected significant external factors not forecasted at the time of printing. Caf Tour & Travel srl is under no obligation to give a breakdown in costs of any journey, travel proposal, bespoken itinerary, package, and bespoken experience. Exceptions to the above, may be taken in consideration case by case.

# **CHILD POLICY**

No minimum age is required unless noted on the itinerary and all children under age 18 must be accompanied by an adult. Some activities contained within an itinerary may have a different age restriction than the overall minimum age requirement. Details will be provided at the time of booking.

## **ACTIVE ELEMENTS & CONDUCT**

When upon request of a client, any active elements have been incorporated into an itinerary, to enjoy the trip as intended, a minimum level of fitness may be required. Italy Breeze by Caf Tour & Travel srl, will require prior notice if any participant has any physical or other condition or disability that would prevent them from participating in active elements of any trip and/or could create a hazard to him or herself or to other participant.

Italy Breeze by Caf Tour & Travel srl may require guests to produce a doctor's certificate certifying that they are fit to participate. Acting reasonably, if Italy Breeze by Caf Tour & Travel srl is unable to properly accommodate the need of the person(s) concerned or believes that health and safety may be compromised, Italy Breeze by Caf Tour & Travel Srl reserves the right to refuse participation. The guest represents that neither he nor she nor anyone raveling with him or her has any physical or other condition or disability that could create a hazard to himself or herself or other members of the journey.

# TRAVEL INSURANCE PROGRAM

Optional travel insurance is not included in the price of the programs, but it is highly recommended to have one, when traveling. For non-Italian citizens we kindly recommend inquiring to a local Travel Insurance Company through Your trusted Travel Agency /Tour Operator.







# PASSPORTS, VISAS AND TRAVEL RESTRICTIONS

It is the guest's sole responsibility to obtain and have available, when necessary, the appropriate valid travel documents. All guests are advised to check with the appropriate government authority to determine the necessary documents. A valid passport is required to any citizen travelling to all international destinations. Passports must have sufficient blank visa pages for entry and exit stamps. This should be indicated by your travel agent before booking. Citizens of other countries should contact the appropriate consular office for entry requirements pertaining to their journey. You may be refused boarding or disembarked from a plane, vessel or train without liability for refund, payment, compensation, or credit of any kind if you do not have proper documentation. You may be refused entering to a UE country if you don't comply with local travel regulations and restrictions in full. Italy Breeze by Caf Tour & Travel srl cannot considered responsible for any of these travel disruptions as it is sole travel agency responsibility to inform in full its clients before booking any service.

#### **RESERVATION AND PAYMENT SCHEDULE**

Quotations are provided in Euro only. Italy Breeze by Caf Tour & Travel srl will accept only written booking requests, alternatively the digital approval of a digital itinerary will be considered as a booking request. The reservation is confirmed and accepted only when Italy Breeze by Caf Tour & Travel srl sends a written reply and booking confirmation number, back to the other party. If the T&C payments are not respected as mentioned in the confirmation booking form, then the booking might be canceled with immediate effect and without prejudice.

Any payments made to Italy Breeze by Caf Tour & Travel srl constitute your acceptance of the terms and conditions set out herein and in more specific pre-travel documentation, including the guest information form. Italy Breeze by Caf Tour & Travel srl accepts all major credit cards. It is also possible to pay by bank money transfer. Payments shall be provided in Euro only. Italy Breeze by Caf Tour & Travel srl won't bear any extra cost for bank wire transfer or credit card payments, charged by travel agent/tour operator's bank for any specific transaction.

# **SMALL PRIVATE GROUPS & TAILOR-MADE GROUPS**

T&C for any of our small private groups & tailor-made groups may vary according to the itinerary and to our suppliers' T&C. Italy Breeze by Caf Tour & Travel srl Tours will enclose the specific T&C and Cancellation Policy in every single travel quotation, in order to provide a transparent information to Client, before any travel purchase.

# **DEPOSIT AND OUTBALANCE TERMS**

• Multi Day Tours & Activities, Hotels & Accommodations, Experiences, Private Transportation Services:

30% deposit at the time of booking request | Outbalance 45 days prior to client's first booked service.\* \*UNLESS FOR PREPAID NON-REFUNDABLE HOTEL RATES, WHERE FULL PREPAIMENT IS REQUIRED AT THE TIME OF BOOKING TO SECURE THE ROOMS.

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# Ferry tickets, Airline Tickets, Train Tickets:

full payment at the time of booking request \*\*PLEASE NOTE THAT WHILST FOR TRAINS WE USUALLY QUOTE FLEXIBLE FARES, FOR FERRIES FARES SOME RESTRICTIONS MAY APPLY

## Villas & Yachts:

40% deposit at the booking request time | Outbalance 45 days prior to client's check-in \*\*\*UNLESS DIFFERENTLY STATED – PLEASE NOTE THAT EVERY VILLA AND EVERY YACHT HAS DIFFERENT T&C, THAT WILL BE LISTED IN EVERY TRAVEL QUOTATION

Italy Breeze by Caf Tour & Travel srl will enclose in every single travel quotation, the related T&C before any travel purchase.

Payments can be made either via

• Bank transfer to be made to: BANCA INTESA

IBAN - IT 87 M 03069 02921 1000 000 10006

**SWIFT - BCITITMM** 

Made out to: CAF TOUR & TRAVEL SRL.

The amount of the invoice must be paid in full and according to the agreed method and must always include the specific references of the document issued by Caf Tour & Travel, which is to say number and date of the relative invoice.

# By Credit Card: Visa, Mastercard or Amex credit card

Caf will not bear for any reason the bank costs relating to the bank transfer or credit card transaction, debited by the customer's bank, to the same customer.

# **CANCELLATION POLICY**

Cancellation charges for any of the listed above categories may vary according to our suppliers' T&C. Italy Breeze by Caf Tour & Travel srl Tours will enclose the specific T&C and Cancellation Policy in every single travel quotation, in order to provide a transparent information to Client, before any travel purchase.

# **BOOKING CONFIRMATION & AMENDMENTS**

A booking is confirmed once the other party will receive a written confirmation from Italy Breeze. Either in case of digital approval via our digital tool systems, the client will receive a booking confirmation via e mail from Italy Breeze with the detailed summary of booked services and their amounts. Once a booking is confirmed in written by Italy Breeze, amendments are possible but may require an additional charge, that will be explicated in written by our Travel Designers. Extra charges may also apply to modify refundable itinerary services.

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## **CLAIMS AND REFUNDS**

Refunds are not made for any missed services, except for verifiable, extenuating circumstances. Please see our Limits on Italy Breeze by Caf Tour & Travel srl's Responsibility clause below. For verifiable claims to be considered, they must be received in writing within 10 days of the termination of the program and be accompanied by supporting documentation and/or a statement from the local destination company verifying the claim. Any adjustment consideration will be based on the actual price of the services involved and not on a per diem basis. Adjustments will not be made for unused sightseeing trips or meals. Italy Breeze by Caf Tour & Travel srl Tours will not accept any liability for any claims that are not received in written within 10 days of the termination of your travel program.

# **CLAIM AGAINST THE AMOUNT ON THE INVOICE**

Any claim regarding the amount on the invoice must be sent to Caf Tour & Travel in writing within 15 days of reception of the issued invoice and must contain the necessary information to shed light on the claim itself. Once the 15 days have passed, invoices issued by Caf Tour & Travel are considered accepted for all intents and purposes. Caf Tour & Travel will provide to the PARTNER with a reply to the claim regarding the applied charges, either by accepting the claim and issuing a credit note to the PARTNER or by confirming the validity of the issued document. Accordingly, the established amount will be paid to Caf Tour & Travel within the indicated times or immediately if the new accounting document has been issued after the terms of payment have lapsed.

# PHOTOGRAPHY DURING TRAVEL

Italy Breeze by Caf Tour & Travel srl may reserve the right to take photographs and video during the operation of any program, or part thereof, and to use them for promotional purposes during the program and thereafter. By booking a program with, guests agree to allow their images to be used in such photographs and video. Guests who prefer that their images not be used are asked to identify themselves to their Local Guide at the beginning of their program.

## LIMITS ON ITALY BREEZE BY CAF TOUR & TRAVEL SRL TOURS' RESPONSIBILITY

Italy Breeze by Caf Tour & Travel srl, its employees, shareholders, officers, directors, successors, agents, and assigns, does not own or operate any property or entity which is to or does provide goods or services for your trip. It purchases transportation (by aircraft, coach, train, vessel or

otherwise), hotel and other lodging accommodations, restaurant, ground handling and other services from various independent suppliers (including from time-to-time other affiliated Italy Breeze by Caf Tour & Travel srl companies & partners). All such persons and entities are independent contractors. As a result, Italy Breeze by Caf Tour & Travel srl is not liable for any negligent or willful act of any such person or entity or of any third person. In addition and without limitation, Italy Breeze by Caf Tour & Travel srl is not responsible for any injury, financial or physical loss, death, inconvenience, delay or damage to personal property in connection with the provision of any goods or services whether resulting from but not limited to acts of God or force majeure, illness, disease, acts of war, civil unrest, insurrection or revolt, animals, strikes or other labor activities, criminal or terrorist activities of any kind, overbooking or downgrading of services, food poisoning, mechanical

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or other failure of aircraft or other means of transportation or for failure of any transportation mechanism to arrive or depart on time. There are many inherent risks in adventure travel of the type involved here, which can lead to illness, injury, or even death. These risks are increased by the fact that these trips take place in remote locations, far from medical facilities. Guest assumes all such risks associated with participating in these trips. If you decide to participate in any activities including, but not limited to, any excursions involving animals, riding on animals, scuba diving, snorkeling, hot air ballooning, helicopter flights, zip-lining, high altitude treks, climbing, whitewater rafting, jet boat rides, snowmobiling, primate tracking and any activity which Italy Breeze by Caf Tour & Travel srl considers to carry inherent risk of serious illness, injury or death ("Activities"), then you fully understand and acknowledge that Activities carry with them various inherent risks, including serious illness, injury or death and you take complete responsibility for your own health and safety and agree to assume all risks of injury, illness or death, whether foreseen or unforeseen, that may befall you as a result of participating in any Activities and agree to release Italy Breeze by Caf Tour & Travel srl and its affiliates, their agents, employees and representatives from any liability whatsoever related thereto. Further, as consideration for being permitted to participate in the Activities, you release Italy Breeze by Caf Tour & Travel srl, whether known or unknown, from, and agree not to sue or make claim against Italy Breeze by Caf Tour & Travel srl for, property damage, cancellation of any Activities for any reason, illness, negligent rescue operations or procedures, personal injury, or death arising out of your participation in the Activities, and any activity related thereto, including transportation to and from the site of the Activities, regardless of whether such property damage, illness, personal injury, or death results from the negligence of Italy Breeze by Caf Tour & Travel srl (but not its reckless, willful, or fraudulent conduct), and/or from any defect in equipment. You further agree to indemnify and hold Italy Breeze by Caf Tour & Travel srl harmless with respect to any claim made against Italy Breeze by Caf Tour & Travel srl by anyone else which (a) related to your participation, or (b) which would be subject to the above release and covenant not to sue if you had made the claim directly yourself.

# **TRAVEL ADVISORIES**

It is the responsibility of the guest to become informed about the most current travel advisories by referring to the official State Department's travel websites which vary from Country to Country. In the event of a State Department Travel Advisory against travel to the specific destination location(s) of the trip, should the guest still choose to travel,

notwithstanding any travel advisory, the guest assumes all risk of personal injury, death or property damage that may arise out of the events like those advised or warned against.

Clients traveling to Italy with Italy Breeze, benefits of a mobile phone number to call/ to WhatsApp in case of emergency outside the business hours.

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## TRAVEL ASSISTANCE

Our mobile emergency line operates outside the office operation hours, as follows:

MON - FRI 18.00 - 22.00 Italian Local Time

SAT 13.00 - 20.00 Italian Local Time

SUN 09.00 - 20.00 Italian Local Time

During the business hours clients may contact our offices via email (info@italybreeze.com), or via Phone Number + 39 055 283 200 Ext. 2

**Office Business Hours:** 

(MON-FRI 09.00 / 18.00 - SAT 09.00 -13.00)

Our assistance is guaranteed in ITALIAN & ENGLISH all the time, whilst it may be in SPANISH according to the Spanish-speaking staff 'shifts.

### **AMENDMENTS**

Italy Breeze by Caf Tour & Travel srl reserves the right to correct any errors or omissions in its published materials and to amend these Terms and Conditions at any time as the result of any material changes to legislation or regulation. All amended Terms and Conditions shall automatically be effective upon being posted by Italy Breeze by Caf Tour & Travel srl to the website Italy Breeze by Caf Tour & Travel srltours.com. Accordingly, guests should check the with their travel agent prior to travel in order to ensure they are aware of any change that may have occurred.

## **INSURANCE**

All tours in our programmes are covered by third party liability insurance – policy stipulated with UNIPOL n° 164781864 – with minimum coverage amounts and guarantees set forth by Italian Leg. Decree 111/95 PRIVACY POLICY AND CONSENT TO PERSONAL DATA TREATMENT Italy Breeze by Caf Tour & Travel processes data provided in full compliance with the applicable regulation and according to the contents of the policy published on their website www.caftours.com, accessible from the link "Privacy" located at the bottom of the website www.italybreeze.com page.

## **JURISDICTION**

For any dispute between the parties regarding this agreement the Court of Florence shall have jurisdiction, including arbitration and mediation settlement and in any case, it is understood that only regulations applicable in Italy shall be applied.

