



*...your tailor made Dolomites trips...*

## Tour Operator **infodolomites.com** – TERMS & CONDITIONS

Please read these Terms & Conditions carefully. They contain important information about your holiday contract.

### **1. CONTRACT**

Your contract is as **infodolomites.com** of Str. Costadedito 115, 39036 San Cassiano (BZ) Italy, referred to as 'we' or 'us' in this contract. A contract is made when we or your travel agent confirm your booking. When you make a booking, you accept these booking conditions on behalf of your party and accept responsibility for paying the whole holiday. It is important that you check all details on your confirmation invoice and inform us immediately of any errors.

Please note that flights are not included in our trips and must be booked on your own.

### **2. PAYMENT**

If you book your holiday more than 10 weeks before your departure date, we require a 35% deposit to secure your booking. You must pay the balance of your holiday 60 days before departure. If we do not receive all payments due in full and on time (the date stated by 'Final Balance' on your confirmation invoice), we reserve the right to treat your booking as cancelled by you. In this case the cancellation charges set out below will apply.

We accept payments by wire transfer and credit card (Mastercard – Visa). Payment must be in the currency of the invoice, and you are responsible for any bank charges.

### **3. INFORMATION**

Whilst we make every effort to ensure that the information on our website and in our documentation is as accurate as possible, we reserve the right to make changes when necessary. Infodolomites.it is only responsible for information contained within our own publications and websites. We are not responsible for third party information (eg from tourist boards or hotels) contained in any other brochures or websites.

### **4. CHANGES AND CANCELLATION BY YOU**

#### **a.) Changes**

We will do our best to assist you in altering your arrangements after booking but cannot guarantee that this will be possible. If alterations can be made you will be responsible for all extra charges and costs and we reserve the right to charge an administration fee per person plus any applicable charges levied by our suppliers. We are not responsible for your flight changes.

#### **b.) Cancellation**

All cancellations must be made in writing by the person who made the booking and are effective on the day we receive it. As we incur substantial costs and losses on a cancellation, we will apply the following cancellation charges based on

payment/balance date of ten weeks prior to departure. For those bookings where additional amounts were paid in excess of the standard deposit at the time of booking or before the standard balance due date, these shall be considered non-refundable. Number of weeks prior to departure when cancellation notice received (cancellation charge as percentage of total holiday price):

More than 10 weeks – Forfait deposit

Between 6 and 10 weeks – 50%

Between 4 and 5 weeks – 75%

Within 4 weeks – 100%

For city breaks, the cancellation charges are different (definition of a city break is a none center holiday in a hotel in a city) for individual tourists and excluding groups of 8 or more.

More than 10 weeks – forfait deposit

Between 4 and 10 weeks – 25%

Between 2 and 4 weeks – 50%

Within 2 weeks – 100%

Agents or third party organizations acting on our behalf are unable to amend or change the contract or terms and conditions within it.

## **5. CHANGES AND CANCELLATION BY US**

### **a.) Changes**

It is occasionally necessary for us to make changes to advertised products and services and we reserve the right to make such changes. In exceptional circumstances we may have to modify your holiday after booking. If the change is minor we will do our best to notify you in advance but are not obliged to do so and no compensation is payable. If the change is material (for example: change of destination or to a lower standard accommodation,...), we will notify you as soon as practically possible and offer you the choice of:

- accepting the alternative arrangements
- or arranging an alternative holiday with us
- or cancelling your holiday

Whichever option you choose we will pay you compensation unless the change has been caused by force majeure or low bookings as defined below.

Weeks before departure - Compensation per person:

More than 10 weeks – Nil

Between 6 and 10 weeks - € 20,00

Within 6 weeks - € 40,00



*...your tailor made Dolomites trips...*

---

**b.) Changes during the holiday**

If we are unable to provide significant proportion of your holiday whilst you are away, suitable alternative arrangements will be made for you at no extra cost or, if we are unable to do so, you will be returned to your point of departure and given a pro rata refund for any part of the holiday not received. This does not apply to minor change in your accommodation, itinerary and transportation.

**c.) Cancellation by us**

Whilst we hope we never have to cancel your holiday, we reserve the right to do so. Should it be necessary to cancel your holiday we will endeavor to offer alternative travel arrangements of equivalent or similar standard, together with a price refund if appropriate. Alternatively we will provide a full and prompt refund.

**d.) Force majeure**

Compensation will not be payable in any cases where an amendment, charge or cancellation is due to "force majeure", defined as unusual or unforeseeable events or circumstances beyond our control, the consequences of which neither we nor our suppliers could avoid. These include, but are not limited to, war, threat of war, riot, civil disturbance or strife, terrorist activity (actual or threatened), industrial disputes, technical or maintenance problems with transport, machinery or equipment, power failure, natural or nuclear disaster, fire, flood, drought, adverse weather conditions, levels of water in rivers, acts of God, closure of airports, changes in schedules or operational decisions of transport providers.

**e.) Low bookings**

Compensation is not payable if a holiday or tour does not take place because a required minimum number of passengers to enable the holiday or tour to take place has not been reached and you were informed of that requirement at the time of booking. We will notify you at least 10 weeks before departure if your holiday has not reached the minimum number and is therefore cancelled and where possible we will offer a similar holiday on a different date or an alternative holiday departing at or around the original date.

**6. INTERNET BOOKINGS**

When booking online it is your responsibility to ensure you enter the names of those travelling **as per their passports**, especially if we are to buy flights for you. Infodolomites.it cannot accept any responsibility if you fail to do this and the airline charges a name change fee. Infodolomites.it will invoice you the name change fee plus an admin charge of € 50,00. Bookings are subject to confirmation, and should the advertised accommodation or service not be available, a suitable alternative will be offered.

## 7. PRICES

All prices advertised are quoted per person in EUR and are based on 2 people sharing a twin/double room unless expressed otherwise. We reserve the right to increase or decrease the prices of unsold holidays at any time.

**Quotes excluding flights are valid for 7 days** from the date of creation. Should you reply to us after 7 days, we will issue the quote again to check if there are any changes due to availability of exchange rates.

### **Our currency is EURO.**

Changes in transportation cost, including the cost of fuel, dues, taxes of fee chargeable for services such as landing taxes or disembarkation fees at ports and airports and exchange rates, mean that the price of your travel arrangements may change after you have booked. However there will be no change within 30 days of your departure.

We will absorb and you will not be charge for any increase equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges. You will be charged for the amount over and above that, plus an administration charge of € 5,00 per person together with the amount to cover agent's commission. If this means that you will have to pay an increase of more than 10% of the price of your travel arrangements you will have the option of accepting a change to another holiday if we are able to offer one (if this is of equivalent or higher quality you will not have to pay any more, but if it is of a lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid, except for any amendment charges.

## 8. OUR RESPONSIBILITIES

If the contract we have with you is not performed or is improperly performed by us or our suppliers we will pay you appropriate compensation if this has affected the enjoyment of your travel arrangements. However we will not be liable where any failure in the performance of the contract is due to: you; or a third party unconnected with the provision of the travel arrangements and where the failure is unforeseeable or unavoidable; or unusual and 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 we or our suppliers, even with all due care, could not foresee or forestall.

Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of three times the cost of your travel arrangements. Our liability will also be limited in accordance with and/or in an identical manner to

- a) The contractual terms of the companies that provide the transportation for your travel arrangements. These terms are incorporated into this contract; and
- b) Any relevant international convention, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne



*...your tailor made Dolomites trips...*

---

Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having all benefit of any limitation of compensation contained in these or any conventions.

We request that all third party suppliers whose services are used in our travel arrangements and products meet the necessary standards of health and safety for their country, and hold all required licenses and insurances. We expect all third party suppliers to meet the conditions set out in our Third Party Supplier agreement to ensure good practice is kept.

## **9. COMPLAINTS**

If you have any complaint or problem whilst on holiday you must inform us, our representative or the supplier as soon as possible to give us the opportunity to rectify it. Any unresolved complaints must be notified to us in writing within 30 days of your return.

## **10. PASSPORTS AND DOCUMENTATION**

It is your responsibility to ensure that all necessary passports, visas, international driving licenses, vaccinations and other health documents are in order. All passports must have a validity of at least six months from your scheduled return date home. You will generally need clear/clean pages for visas as required, to be inserted. Visa requirements may differ and it is your responsibility to contact the relevant consulate before booking. We cannot accept liability or offer refunds for customers who cannot travel because they do not hold the correct documentation.

**infodolomites.com** will endeavor to provide you the correct tickets & details; however you are also duty bound to check your hotel and flight tickets and confirmation invoice to ensure all is correct, this is your responsibility and you must inform us of any mistake before your departure on your holiday. We will e-mail you your confirmation invoice shortly after you have confirmed your booking, upon request we will post it to the lead passenger. If you wished to request extra confirmations to be posted to either the lead passenger or others this will incur and admin fee of € 10,00 per confirmation to cover costs.

## **11. TRAVEL INSURANCE**

Your travel arrangements with us DO NOT include a travel insurance. We strongly suggest all clients take out comprehensive travel insurance covering them for personal effects, personal accident, medical and emergency travel expenses, cancellation and curtailment. You must have suitable insurance cover, preferably from the moment you book, so you benefit from cancellation cover straightaway. It is your responsibility to arrange a suitable insurance policy for your trip – there are a wide range of travel insurance provider, but



*...your tailor made Dolomites trips...*

---

some of our clients have found the policies supplied by World Nomads or Worldwide Travel Insurance offer excellent coverage.

## **12. SPECIAL REQUIREMENTS**

It is your responsibility to inform us of any special requirements or any mobility problems you may experience before you book your holiday, to ensure we can select the appropriate accommodation and services to suit your needs. Failure to do so until after booking, during or on return of your holiday, will mean we cannot be held responsible for any dissatisfaction experienced. If you inform us after booking but before your departure date then any resulting cancellation will be treated as a normal cancellation and our cancellation procedure will be followed.

## **13. HEALTH MATTERS**

We highly recommend that those with specific health concerns or problems check with their General Practitioner who can give the all clear to travel.

## **14. EXCURSIONS AND ACTIVITIES**

We are only responsible for excursions and activities sold by us prior to departure and which form part of your holiday contract. Should you purchase excursions in resort, your contract and any liability arising from it will be with the supplier directly.

## **15. DELAYS**

We regret that we are not in a position to offer you any assistance in the unlikely event of delay at your outward or homeward point of departure. The provision of meals or overnight accommodation is entirely at the discretion of the carrier.

## **16. JURISDICTION**

This contract is governed by Italian Law – Court of Bolzano – Italy.

## **17. DATA PROTECTION POLICY**

In order for us to process your booking we need to store and record your information, including data as supplied. We use such information for updating our mailing lists, for fraud prevention, market research and analysis and from time to time you may receive travel related information from us. Should you not wish to receive such literature please advise us in writing.

## **18. FLIGHT CHANGES & DELAYS**

Please note flight timings are subject to change by the airline. Please contact [infodolomites.it](http://infodolomites.it) immediately if any of your details are incorrect or in case of delay of the flight in order to change the scheduled transfers. If flight changes will not be communicated to **infodolomites.com** on time, we will charge the transfer cost as booked in advance.