

# Terms & Conditions

## Italfun.com Terms & Conditions

### 1. Your Contract

To make a booking, the Customer must be of legal age and capable. The Company reserves the right to refuse minors who are not accompanied by their parents or legal representative. Minors accompanied by adults who do not have parental authority must present a parental authorization. When making your booking we will arrange for you to enter into a contract with the applicable Supplier/Principal of the Travel Arrangements, as specified on your confirmation invoice. Your booking with us is subject to these Booking Conditions and the specific terms and conditions of the relevant Supplier/Principal(s) you contract with and you we advise you to read both carefully prior to booking. The Supplier/Principal's terms and conditions may limit and/or exclude the Supplier/Principal's liability to you. Your booking is confirmed and a contract between you and the Supplier/Principal will exist when we send you confirmation on their behalf.

### 2. Your Booking

Once you have made your booking and we have received all appropriate payments we will, subject to availability, confirm your booking by issuing a written confirmation. Your binding contract with the Supplier/Principal comes into existence when the written confirmation is issued. We will provide you with your written confirmation by email (it is your responsibility to check your e-mails regularly). This confirmation will be sent to the party leader or to your travel agent, if you book through one. Please check this confirmation carefully as soon as you receive it. Contact us immediately if any information,

which appears on the confirmation or any other document we send you (including tickets and vouchers) appears to be incorrect or incomplete as it may not be possible to make changes later. We regret we cannot accept any liability if we are not notified of any inaccuracies in any document within 14 days of our sending it out (5 days for tickets). We, on behalf of the Supplier/Principal have the right to refuse any booking prior to the issue of your written confirmation. If we do this, it will tell you in writing and promptly refund any money you have paid to us. In this case neither we nor the Supplier/Principal shall have any liability towards you. Receipt and banking of any deposit money does not constitute acceptance of a booking. Please note, verbal information and quotes will not be binding on us unless confirmed by us in writing.

### 3. Pricing

In order to confirm your chosen Tour, your deposit must be paid at the time of booking. If the booking is within 12 weeks of the start of your trip, the full cost must be paid when you book. We will notify you of the applicable deposit payment at the time of booking. The balance of the booking cost must be received by us at least 12 weeks before the start of your Travel Arrangements. This date will be shown on the confirmation/invoice. Reminders are not sent. If we do not receive all payments by the due date, we on behalf of the Supplier/Principal have the right to treat your booking as cancelled by you and retain all deposits paid or due. If your payment is not honoured for any reason whatsoever, we are entitled to make an accountancy charge of 2.5%.

**Please Note:** You may be required to make a payment of a security deposit, in cash in local currency, on arrival at your accommodation. You may also be required to pay a local tourist tax to the Supplier/Principal upon your arrival. We will endeavour to let you know, at the time

of booking, whether either payment of this nature will apply but you will nevertheless remain liable to the Supplier/Principal for all such sums.

#### **4. Low deposit offers**

Occasionally offers are made giving you the chance to book your Travel Arrangements at a lower than usual deposit. Details of any additional terms specific to the offer will be notified to you prior to or on making your booking and should be read in conjunction with these Booking Conditions. If you book a holiday at a lower than usual deposit the difference between the amount paid and the usual deposit, must still be paid either at the time the balance of your holiday cost is due, or at the time of cancellation (in addition to all other charges) if you cancel your booking. Please refer to **clause 10 for** details regarding cancellations. We reserve the right to extend any Low Initial Deposit offer.

#### **5. Accuracy and Prices**

We endeavour to ensure that all the information and prices both on our website and in any advertising material that we publish are accurate. You must check the current price and all other details relating to the Travel Arrangements that you wish to book before you make your booking.

**Please Note:** Occasionally, despite our best efforts, pricing errors may occur in our advertising material. We therefore reserve the right to correct any pricing errors in such circumstances. If you make a booking of travel arrangements that are obviously priced incorrectly we will not be bound to honour that booking. Instead, upon discovering the error we will offer you the choice of paying the correct price for your chosen arrangements and proceeding with your booking or instead receiving a full refund of all paid money. All prices quoted or otherwise advised to you include all charges and any taxes or governmental levies that apply to your

holiday at the time of booking. We reserve the right to pass on to you in full, after your booking has been confirmed, all costs and/or charges incurred or imposed by any Supplier/Principal connected with your arrangements, including any price increases due to currency fluctuations.

## **6. Insurance**

We consider personal travel insurance to be essential for overseas bookings. You must be satisfied that your insurance is comprehensive and fully covers all your personal requirements including cancellation charges (including, without limit, for reasons related to Covid-19), medical expenses and repatriation in the event of accident or illness (you will need to be satisfied that your insurance policy specifically covers losses occurring as a result of Covid-19). If you choose to travel without adequate insurance cover, we will not be liable for any losses howsoever arising, in respect of which insurance cover would otherwise have been available. We do not check the wording or suitability of any insurance policy that you may purchase.

## **7. Fitness to Travel and Medical Conditions**

If you or any member of your party has any medical problem or disability which may affect your trip, please tell us before you confirm your booking so that we can advise as to the suitability of the chosen arrangements. In any event, you must give us full details in writing at the time of booking. If we or the Supplier/Principal reasonably feel unable to properly accommodate the particular needs of the person concerned, we or the Supplier/Principal reserve the right to decline their reservation or, if full details are not given at the time of booking, cancel when we become aware of these details.

## **8. Cutting Your Booking Short**

If you are forced to return home early, we cannot refund the cost of any arrangements you have used. If you cut

short your booking and return home early we are unable to offer you any refund for that part of your booking not completed, or be liable for any costs you may incur. Depending on the circumstances, your travel insurance may offer cover for curtailment and we suggest that any claim is made directly with them.

#### **9. If You Alter Your Booking**

If you wish to change any aspect of your confirmed holiday, you must notify us in writing or contact us by telephone as soon as possible. Whilst we will do our best to assist you, we cannot guarantee that the Supplier/Principal concerned will be able to meet any such request, particularly where made within 4 weeks of the start of your trip or after tickets have been issued. Where we, on behalf of the Supplier/Principal, can make the change you request, an amendment fee will be payable together with any costs or charges incurred or imposed by the Supplier/Principal to make the change. In addition, you must pay us an amendment fee, wherever possible we will limit the amendment fee; however, from time to time we may need to apply a high amendment fee and where this is the case we will inform you before processing your requested change.

#### **10. If You Cancel Your Booking**

Should you wish to cancel the whole or part of your booking once it has been confirmed, the party leader must notify us by e-mail, WhatsApp or telephone as soon as possible. The day that we receive your telephone notification of cancellation is the date on which your booking is cancelled. Cancellations can only be accepted in accordance with the terms and conditions of the Supplier/Principal of your Travel Arrangements. If you cancel, a cancellation charge will be payable, levied by the Supplier/Principal. We have set out the most common cancellation charges applied by our Supplier/Principals in the following table. However, from time to time higher cancellation charges may apply and where this is

the case we will inform you before processing your cancellation. Where shown as a percentage, in the table below, cancellation charges are calculated on the basis of the total cost payable by or on behalf of the person(s) cancelling and any amendment fees and charges which have already been incurred.

## 11. Cancellation fees

Number of days prior to the start of your holiday when written notification is received by us	Cancellation charge / per party cancelling
More than 85 days before travel	€ 100,-
84 – 28 days	50%
27 – 14 days	70%
13 – 8 days	90%
7 days or less	100%

Depending on the reason for cancellation, you may be able to reclaim these cancellation charges (less any applicable excess) under the terms of your insurance policy. Claims must be made directly to the insurance company concerned. If you cancel certain elements of your booking we levy an administration fee of €45/€60) per item cancelled and also pass on all charges levied by the Supplier/Principal concerned. Where any cancellation reduces the number of full paying party members below the number on which the price, number of free places and/ or any concessions agreed for your booking were based, we will recalculate these items and re-invoice you accordingly and you will be liable to pay this.

## 12. Complaints

Every effort has been made to ensure that you have an enjoyable and memorable holiday. If, however, you have any cause for complaint then we are anxious that remedial action is taken as soon as possible. It is essential that you contact us immediately if any problem

arises so that we can try to solve the issue. It is often extremely difficult (and sometimes impossible) to resolve difficulties properly unless we are promptly notified. Any assistance provided in resolving a complaint in relation to your booking is provided on a goodwill basis and in our capacity as agent only. Every complaint must be communicated us by e-mail within 14 days after the end of the tour.

### **13. Your Behaviour**

When you book with us, you accept responsibility for any damage or loss caused by you or any member of your party. Full payment for any such damage or loss must be paid direct at the time to the Supplier/Principal. If you fail to do so, you will be responsible for meeting any claims subsequently made against us (together with our own and the other party's full legal costs) as a result of your actions. You also accept and agree to be bound by the rules and regulations of the Supplier/Principal's of the services and facilities which make up your holiday (copies available on request). We cannot accept responsibility for the consequences of any breach(es) of these rules and regulations. We expect all clients to have consideration for other people. If in our reasonable opinion or in the reasonable opinion of any other person in authority, you or any member of your party behaves in such a way as to cause or be likely to cause danger, upset or distress to any third party or damage to property, we are entitled on behalf of the Supplier/Principal, without prior notice, to terminate the holiday of the person(s) concerned. In this situation, the person(s) concerned will be required to leave the site or other service. Neither us nor the Supplier/Principal will have any further responsibility toward such person(s) including any return travel arrangements. No refunds will be made and we will not pay any expenses or costs incurred as a result of the termination.

#### **14. Services, Facilities and Website Information**

The information displayed on our website is correct to the best of our knowledge. The facilities and amenities advertised have been found to be normally available by our representatives. However, whilst we do our best to ensure that touristic resort's facilities are open throughout the season, we cannot guarantee this and will not accept bookings which are conditional on this. Facilities may be withdrawn by the Supplier/Principal concerned at any time for reasons such as maintenance, local regulations, bad weather or lack of demand from guests. As touristic resort is an outdoor pursuit, we cannot accept responsibility for any damage or loss which results from weather conditions or wildlife. Due to very dry weather conditions, local authorities sometimes ban the use of barbecues in certain areas. In this event, we have no choice but to withdraw barbecue facilities until the ban is lifted. Occasionally the design and specification of accommodation or equipment may vary from that specified on the website. We cannot accept responsibility for any inaccurate, incomplete or misleading information about any property or its facilities and services, except where any such information has arisen out of our negligence.

#### **15. Safety**

Please note, it is the requirements and standards of the country in which any services which make up your holiday are provided which apply to those services and not those of your own country. As a general rule, these requirements and standards will not be the same as in your own country and may sometimes be lower. You should therefore take all reasonable precautions to protect yourself and your party whilst on your holiday. In particular you should familiarise yourself with fire procedures, swimming pool areas and any unfamiliar cooking appliances. You should also familiarise yourselves with any safety notices on site and ensure



that you comply with all specifications for their use.

#### **16. Documentation & Information**

All descriptions and content on our website or otherwise issued by us is done so on behalf of the Supplier/Principal in question are intended to present a general idea of the services provided by the Supplier/Principal. Not all details of the relevant services can be included on our website. All services shown are subject to availability. If you require any further details, in respect of any Travel Arrangements or any other services please contact us.