

Travel conditions

1. Introduction

'Package holiday' concept based on article 2 (1° paragraph) Law n. 111/95 and carried out under CEE Directives, has as its main purpose travel, holidays and the 'all included' tours which combines at least two of the following items. On sale at a forfeit price: duration longer than 24 hours, meaning at least one night: transport, accommodation, tourist services not necessarily linked to sport or accommodation, which form the relevant part of a 'package holiday'.

2. Travel contract and responsibility

The offers presented here, as well as the present general conditions and clauses shown in the travel documentation are regulated. Both are derived from the Law n. 1084 of 27 December 1977 ratified and executed under the International Convention relating to Travel Contracts (CCV), signed in Brussels on the 24/04/1970, under Law n. 111/95. Organiser responsibility, in any eventuality, can never exceed the limit provided for by these laws.

3. Registration and payment

Registrations are received at the agency Prenotaelba.it di Italiatravel snc and will depend on holiday availability. Final confirmation will be given by the agency in writing and the travel contract will be signed and approved by the client, as required by Law 111/95.

4. Payment

Reservation will be considered valid only if accompanied by a deposit of 20% of the total price, plus other possible additional costs, paid within 3 days from the reservation date. The total balance must be received at least 30 days before the holiday. After this period the reservation will be considered annulled and subject to penalties. For short notice reservation (less than 30 days from the arrival date) the full payment is necessary.

For any homes is expected to pay a minimum deposit of 20% of the total price and the balance will be made at the beginning of your stay. Non-payment of the sums mentioned above constitutes termination clause of the Law of the travel contract.

5. Rates validity

From the 1st of January to the 31st of December.

The price rates are based on exchange rates, service costs and taxes at the moment of the holiday offer. Rates could change at any moment, depending on variations of exchange, or increasing costs, from raw materials to taxes or energy consumption.

If the total price should increase by 10%, the client has the right to withdraw from the contract without penalty if the withdrawal is given in writing to Prenotaelba.it di Italiatravel snc within 48 hours from the increase being communicated.

The agreed fixed price however can't be increased in the 20 days before the scheduled starting date of the holiday.

Special conditions of apartment and residence booking

The apartments shall be handed over from h.5.00 pm to h.7.30 pm of the arrival day (generally on Saturday) and the client must leave between h. 9.30 am – 10.00 am on the date of departure, (except if specifically requested otherwise).

The minimum stay is usually weekly, sometimes the minimum stay is two weeks. Included in the price, with some exceptions is electricity, water, gas.

Consumption of air conditioning and heating is not included and can be requested (it depends for the structure).

The specific regulations in every accommodation vary and this must be checked by the client. The number of people in the accommodation can't exceed the maximum number stated.

Shown prices are per apartment per week.

Tariff includes: VAT, service percentage, accommodation rental with related services, furniture and essential equipment for a short holiday. Tariff doesn't include additional bed.

Final cleaning will vary from apartment to apartment, the method of payment will be notified; it could be at the offices of Prenotaelba.it di Italiatravel snc or on site.

The kitchen corner and all equipment must be left in a good and clean condition and be in the same condition as your arrival or an amount of €. 25,00 shall be imposed..

Bedroom, bathroom and kitchen linen is not usually provided.

Animals are admitted by request and only in some accommodation and can be a supplement.. A damage deposit (minimum €.150,00) is required for every apartment. This must be paid on arrival. This amount will be refunded at the end of the holiday unless there is damage or the total cleaning has not been carried out

6. Cancellation – Withdrawal

In case of withdraw from the contract, the client will be required to pay compensation at the cost of €. 65,00 per package.

In case of withdraw from the contract, the client is obliged to pay penalties as follows:

- 30% of the total price from the day of booking to 31 days before the beginning of the holiday.;
- 50% of the total price from 30 to 21 days before.
- 80% of the total price from 20 to 14 days before.;
- 100% of the total price from 13 days before until the arrival date.

This last penalty is also valid in cases where the client interrupts his stay.

In case of change of reservation, for example, exchange rate change dates or apartment living, the customer will be required to pay a penalty of € 50,00

Registration fee can not be refunded in anyway.

The validity of the notice of cancellation of travel and / or withdrawal is contingent on the adoption of the written form.

Please note that the trip cancellation by a participant in a double room means paying the single supplement.

7. Changes to the programme

Information, descriptions, offers, seasonal periods and fares shown in this brochure should be considered correct, except for error, omissions or updates. Prenotaelba.it di Italiatravel snc reserves the right to inform the client at any time of possible variations. In the case of unforeseen circumstances, Prenotaelba.it di Italiatravel snc has the right to change the accommodation and/or the place of the holiday. The client must communicate in writing, to Prenotaelba.it di Italiatravel snc, expressing his right of withdraw or accept the alternative package within and not later than 2 days from the receipt of the alternative offer. If the client refuses any variation, Prenotaelba.it di Italiatravel snc will refund the paid amount, within 7 working days from the clients communication. Variation of stay or changes to ferry timetable by the client after the reservation has been made, are liable to a charge of €.35,00, plus other possible penalties.

8. Participants duties

The client must observe all imposed rules, and pay attention to all information given by the Organizer. The clients are responsible for any damage to the Organiser or third parties caused by their negligence.

9. Claims

In case of any claim regarding services, the Client is requested to immediately contact il Prenotaelba.it di Italiatravel snc, as well as the selling Agency.

Moreover the Client could also claim by recorded letter sent to the Organizer (or Seller), within and not later than 10 working days of his return from the holiday.

In order to resolve any complains quickly il Prenotaelba.it di Italiatravel snc must be informed immediately.

9. Transporter responsibility

According to the art. 1681 C.C., Prenotaelba.it di Italiatravel snc should never be considered as a Transporter. It only operates as an intermediary between client and service providers.

No responsibility will be attributed to the Organizer for any damage caused by the Transporter, to the guests or their belongings.

10. Responsibilities

The organiser shall not be held responsible for any event or action which is deemed to be outside his control including unexpected strikes, riots, war, adverse weather conditions, natural disasters, road accidents, water or electrical shortages, communication breakdown or any other action or fact. If the client is subjected to any additional expenditure as a result of any of the fore- mentioned these amounts will not be refunded by the organiser under any circumstances il Prenotaelba.it di Italiatravel snc will not be held responsible for any damage that may result from autonomous actions on the part of the client during the course of the holiday or during any travelling period.

11. Baggage

The client takes the total responsibility for risks to baggage and luggage and the Organizer will not be considered responsible in any case of damage, robbery or loss that happens at any time.

12. Insurance guarantee

In accordance with the Law N.111 del 17/03/95, to cover the risks arising from the participation in the travel program or stay, and in order to comply with all the commitments agreed with the clients, on 11/08/05 Prenotaelba.it di Italiatravel snc, took out the Insurance Policy n. 557B0035, with Zurigo Insurance.

This is limited to €1.550.000,00 loss, limited to € 516.000,00 per person. as provided by the Law n. 2437 of 29/05/02 of the Regional Council of Tuscany.

13. Guarantee fund

According to the art. 21 Lawno.111 17/03/95: the institution of a warranty fund is provided by the Presidential Advice Ministry. Any guest can take advantage of this in case of insolvency or bankruptcy of seller or Organizer.

14. Competent court jurisdiction

For any disputes relating to the terms and conditions mentioned in the above, the Court of Livorno shall have exclusive jurisdiction.

PRIVACY: INFORMATIVA EX ART. 13 D.LGS 196/2003

Informativa ex art. 13 D.Lgs. 196/2003: I dati del sottoscrittore del presente contratto e quelli degli altri partecipanti, il cui conferimento è obbligatorio per garantire agli stessi la fruizione dei servizi oggetto del pacchetto turistico acquistato, saranno trattati in forma manuale e/o elettronica nel rispetto della normativa. L'eventuale rifiuto nel conferimento dei dati comporterà l'impossibilità di concludere il contratto e fornire i relativi servizi. Titolare del trattamento è goelba.it di Tuscany & Italy Holidays srl salvo separate e diverse indicazioni, eventualmente visibili anche sul catalogo e/o nel sito web goelba.it di Tuscany & Italy Holidays srl. Laddove necessaria, la comunicazione dei dati sarà eventualmente effettuata solo verso autorità competenti, assicurazioni, corrispondenti o preposti locali del venditore o dell'organizzatore, fornitori dei servizi parte del pacchetto turistico o comunque a soggetti per i quali la trasmissione dei dati sia necessaria in relazione alla conclusione del contratto e fruizione dei relativi servizi. I dati potranno inoltre essere comunicati a consulenti fiscali, contabili e legali per l'assolvimento degli obblighi di legge e/o per l'esercizio dei diritti in sede legale. In ogni momento potranno essere esercitati tutti i diritti ex art. 7 D. Lgs. 196/2003 contattando il responsabile del trattamento dei dati presso goelba.it di Italiatravel snc in Via Manganaro 88, 57037 Portoferraio (LI) o scrivendo a info@prenotaelba.it.

PRODUZIONE E ORGANIZZAZIONE TECNICA imprese n° 01708180490 - REA LI 0151026

goelba.it di Tuscany & Italy Holidays srl - Via R. Manganaro 88 - 57037 Portoferraio (LI) - p.i. e c.f. 01708180490

registro C.C.I.A.A. nr. 97794 Autorizzazione Amm.va protocollo n. 48701 del 15/11/2011

Provincia di Livorno. Polizza Assicurativa RC. Zurigo Assicurazioni nr. 998°1250.

La presente pubblicazione è redatta in base alle disposizioni della LR 16/94 Regione Toscana.

Il contratto è sottoposto, nonostante qualsiasi clausola contraria alle disposizioni delle Convenzioni di cui all'art. 3 della citata legge (C.C.V.) e alle disposizioni della direttiva 90/314/CEE