

We are Apulia Slow Travel, 87-90, 72017 Ostuni (BR) Italy/ Apulia Slow Travel by Apulia Slow travel srl is a registered and officially licensed Tour Operator in Italy

### **Legislative sources**

The Legislative Decree no. 111 of 17.03.95, concerning the execution of the Directive 90/314/CE, for consumer protection states that both the organizer and the seller of the tourist package asked by the customer, must be licensed for carrying out their activities (art. 3/1, letter A, 111/95 Legislative Decree).

Besides these general conditions, the sale contract of a tourist package is also regulated by the clauses pointed out in the journey documentation email, sent to the customer. This contract, concerning the arrangement of travel, holiday and single tourist service sales, is also regulated by the Law of 29th Dec.1977 no. 1084, ratified and executed by the Travel Contract International Convention (CCV), subscribed on the 20th April 1970 in Bruxelles. In addition to the above mentioned CCV, the sale contract of a tourist package is also regulated by Legislative Decree n.111/95, emanated as an enforcement of the Directive n.90/314/CE concerning the journey and holidays. Furthermore, the contract at distance signed by the consumer, for all the applications to the contracts for free time services, is subject to the Legislative Decree n. 185 of the 22nd of May 1999, concerning the "Implementation of the 97/7/CE directive about the consumer protection in regard contract at distance", and to the Legislative Decree n.70 of the 9th of April 2003 concerning the "Implementation of the 2000/31/CE directive about some juridical aspects of the information society in the home market, particularly referred to the e-commerce". We and you are subject to international conventions, when they apply. This may limit the amount of a claim you may be make, against us or anyone else. The most we will have to pay you for many claims for personal injury will not exceed what a carrier would pay under, for example, the Warsaw Convention of the 12th October 1929 for international travel by air. Please note: where a carrier would not be obliged to make any payment to you under the applicable international convention or regulation in respect of a claim or part of a claim, we similarly are not obliged to make a payment to you for that claim or part of the claim. When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the carrier for the complaint or claim in question. The following booking conditions, together with the information set out on the relevant Tour page of Apulia Slow Travel website will form the contract between you and us for your holiday with us.

In this contract a reference to "you" and "your" include the lead-named person on the confirmation invoice (who must be at least 18 years old at the time of booking) and all persons on whose behalf a booking is made.

In this agreement:

"Meeting Point" means the place specified by us in the Tour Pack as the place we will meet and start your holiday, e.g. the specified airport, where a driver will pick our customers up.

"Start Date" means the date you start your holiday.

"Tour" means a holiday organised by Apulia Slow Travel.

"Tour Pack" means whatever documents we send to you in hard or soft copy to provide information about your Tour.

What is in the holiday

The following items are included:

- travel from the Meeting Point to your return to the departure point (which is likely to be the same place);
- accommodation and some meals (unless otherwise stated in the itinerary);
- services of one or more tour guides meals (unless otherwise stated in the itinerary);

The following items are not included

- Flights from or to the Tour destination;
- all other costs incurred before you board transport at the Meeting Point (usually the airport where our driver picks you up) and after you return to the departure point (also usually the airport)
- travel insurance or any other insurance personal to you;
- passport and visa costs;
- vaccinations and medication, before, during and after the Tour;
- food and drink over and above what we include in the Tour;
- gratuities you choose to give, in addition to any we give on your behalf where we consider appropriate.

### **Payment**

You can pay by bank transfer or Paypal.

The last date for payment of the balance of the cost of your holiday will be due to us at least 30 days before the Tour Start Date. We will tell you that last date for payment after we have confirmed our acceptance of your booking.

If you do not pay us before the last date for payment, we reserve the right to treat your booking as cancelled. If we do that, you accept that a cancellation fee will be due to us.

#### **Surcharges and refunds**

A minimum number of 2 participants are required in order for a Tour to be viable. In the unusual event that we cancel a Tour, we shall return the full amount of your deposit or other payment.

#### **Booking your holiday**

You can book at any time. You send us an email with your enquiry for a tailor-made holiday itinerary and we will send you an offer or you can book one of our standard packages. You can either book right away or ask for amendments or additional services. As soon as you think that our offer meets your requirements, you can book your holiday. We will send you a confirmation email and an invoice. When we receive your deposit of 25% of the total amount (for bookings that are not considered short term bookings, meaning bookings up to 31 days prior to your start date), we will send you a confirmation invoice which confirms your booking. The contract between us comes into existence at that time. You undertake to pay for the holiday you have booked and we undertake to provide you with the holiday we describe in our email and or our website.

If you make a booking on behalf of others as well as yourself, we shall take it that you have the authority of each of those other people to enter into the contract on the basis of these booking conditions and that you and they have agreed to be jointly and severally liable to us.

#### **Balance Payment**

The balance payment for all tours is due at latest 30 days before departure and the payment currency is Euro. If you are making your booking within this period, full payment will be necessary immediately.

You can give us your personal details, insurance, special requests, medical conditions, next-of-kin and passport details and you can book by completing a form we shall send to you or by simply sending us an email with all the relevant information.

For bookings made within 30 days prior to your departure, we require full payment within 24 hours of a booking confirmed by us. For some tours we are able to make provisional bookings. Availability and prices of accommodation and other services can change significantly according to season, room quality and availability, so we book them as soon as possible after a tour becomes viable. You are therefore liable to us for the cost of the deposit as soon as you receive our invoice for the whole tour.

If you book a holiday less than 30 days prior to the departure date you must send us the full payment at the time of booking. We will send you a confirmation email within 48 hours. If you do not receive any confirmation letter within this period, please let us know by contacting us: phone +39 340 7271671 or +39 320 0859610 or by sending us an email to [booking@apuliaslowtravel.com](mailto:booking@apuliaslowtravel.com)

#### **Travel Insurance**

Apulia Slow Travel strongly advises you that you take out appropriate travel insurance. We cannot approve the cover you have bought and are not responsible if it is inadequate, because insurance companies are third parties. Cover should be obtained not only against normal travel risks, but against additional risks appropriate to the destination country.

We advise that you should also check that any valuable optical equipment is covered either in your travel policy or your home contents policy.

#### **Payment Protection/ Guarantee Fund**

In order to comply with European and Italian law all payments received by us will be insured against the risk of our insolvency. In the event of our insolvency, protection is provided for our non-flight packages excluding prearranged travel to and from your destination. Please note that packages booked are protected only when

purchased directly from us. The protection provided is for refund of money paid if you have not yet travelled or repatriation to the start point of your tour, if it is underway.

In case of insolvency or bankruptcy of the organizer, the customer can turn to the “National Guarantee Fund For the Consumer of the Tourist Package”, in accordance with the Ministerial Regulation n.349 of the 23 July 1999 for the achievement of the following needs:

- a) refund of the price paid for services entirely or partially not enjoyed;
- b) repatriation, in case of journeys to foreign countries.
- c) an immediate economic availability in case of forced return of tourists from non-EC members, on occasion of emergencies due or not due to the organizer’s behaviour.

POLIZZA RESPONSABILITÀ CIVILE ORGANIZZATORI E INTERMEDIARI DI VIAGGIO – AMIERRECI  
N. 1505001554/E

Apart from urgent circumstances, when it is possible to address directly the competent diplomatic representations, to obtain the Fund intervention you have to write a demand. It must be presented describing the situation, expenses, and including the original travel contract and all the payments made, to the following address: Ministero delle Attività Produttive, Direzione Generale per il Turismo, Ufficio C1 -Tutela del Turista, Via della Ferratella, 51 00184 Rome. Italy. The procedures to make use of the Fund are fixed by means of the President of the Council of Ministers Decree, in conformity with art. 21 no. 5, Legislative Decree 111/95).

### **Changes and cancellations by you**

We will try to accommodate any change you are compelled to make, but we cannot promise to do so. Please note that a change on short notice may be viewed as a cancellation and create a new booking, charging a 100% cancellation fee.

Only the person who made a booking may cancel. The cancellation takes effect from the date at which a written notification reaches our office. If you cancel, your deposit and any flight costs which have been invoiced, will be forfeit.

We shall charge an additional sum related to the time remaining before the date of departure, as follows:

Up to 30 days: 10% of the total amount/of tour cost

29- 20 days 30% of tour cost

19 – 10 days: 50% of tour cost

9 – 4 days: 75% of tour cost

3 – 0 days: 100% of tour cost

If circumstances force you to leave the Tour early, you will have to bear any additional costs yourself.

### **Changes and cancellations by us**

We reserve the right to change travel and tour arrangements. This is necessary because many of our tours involve variables which are outside our control. These include, weather, political issues, currency problems, floods, earthquakes, fires or accommodation issues.

We shall tell you about small changes before departure. If we think a necessary change is important, we will tell you about it as soon as we can and give you the opportunity to either accept the change, or take an alternative holiday (paying or receiving a refund / credit in respect of any price difference), or cancel and accept a full refund. If such problems occur during a tour, we will make alternative arrangements so as to comply as closely as possible to the description of the tour in our offer sent by email and on our website.

If a problem occurs which is so serious that we have to cancel a tour before the date of departure, you may choose to accept either an alternative holiday (paying or receiving a refund/credit in respect of any price difference) or a full refund of all money paid.

In certain cases we may pay compensation too, at our discretion.

We are not liable to you in any circumstances for loss or damage or loss of your holiday when:

- unusual and unforeseeable circumstances arise which are beyond our control, the consequences of which we could not have avoided even with all due care; or
- the change is not significant. We are not liable to pay you any additional travel or any other costs, expenses or losses which you incur as a result of any change or cancellation by us, such as changes to times of connecting flights or other travel arrangements.

You agree that all these provisions are reasonable.

### **Tour Information and limitations on our liability**

After having received full payment, we shall send you a pack of information relating to your Tour. This information will include:

- location of Meeting Point and time of meeting, if you have booked a driver with a private car;
- any important details relevant to a particular site that we may visit;
- vouchers

#### **Limitations on our liability**

We want you to enjoy a perfect holiday with Apulia Slow Travel. We shall do our best to make your holiday special for you. Nonetheless, we must make clear the limitations in law. We are not liable to you for:

- any event which happens before you board our transport at the Meeting Point or after you leave our transport at departure;
- any problem arising from your failure to reach the Meeting Point on time, for whatever reason; (though we would do our best to help you in any way we reasonably could)
- any aspect of goods or services you buy or accept other than those arranged by us;
- medical problems or physical difficulties, even if you have told us about them in advance;
- medical emergencies;
- your own carelessness or negligence in any aspect of your behaviour whilst with us;
- changes we reasonably make to an itinerary or to accommodation or any other aspect of the management of a Tour;
- problems or issues which we could have resolved whilst on a Tour but which you raise only after your return.
- injury, illness, death, loss (including loss of enjoyment or possessions), damage, expense, cost or other sum or claim of any description whatsoever which results from either:
  - i. the act or omission of you or anyone in your party;
  - ii. the act or omission of a third party not connected with the provision of your holiday.
- services we have not provided. The services and features included in your Tour are those specified in our web site or in the offer we sent to you by email. If you choose to buy other goods or services during your holiday, those are not part of the package we provide, even if arranged at your request through our Tour leader. Accordingly we are not liable to you for any happening in connection with that service or those goods.

#### **Limitation of compensation by international conventions**

- 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 holiday.

### **Complaints**

We shall try our utmost to provide a happy and fulfilling holiday, but if we fail in any way, do please raise any issue with your Tour leader or phone us at the number +393407271671 or +39 320 0859610. If your complaint cannot be satisfied it is not dealt with to your satisfaction at the time of reporting it to the leader(s) or our employees, then you should give us full details in writing, immediately on your return. We cannot respond to verbal complaints.

### **Place of jurisdiction**

The place of jurisdiction is where the tour operator is registered. Apulia Slow Travels srl is registered in Brindisi, Italy.

### **Limit of our liability**

Remember that transport and other service providers have their own booking conditions or conditions of carriage or service. You will be bound by these as far as that service is concerned. Such conditions may limit or exclude liability on the part of the relevant provider and they are often also subject to international conventions.

**Delay, Interruptions, Force Majeure**

There is no guarantee that trains or ferries will depart at the time specified. If they do not, we are not liable to you for any delay or cancellation or for any failure to take what you think are the best actions to have taken in particular circumstances.

We will provide whatever assistance we can. All expenses involved in doing so will be your responsibility.

**Force Majeure**

Apulia Slow Travel shall not be liable for any claims, losses, damages, costs, expenses, delays, trip interruptions or loss of enjoyment of any nature or kind whatsoever, resulting from events beyond our or a supplier's reasonable control, including but not limited to acts of God, strikes, lockouts or other labour disputes or disruptions, wars, blockades, insurrections, riots, earthquakes, weather conditions, floods or acts of restraints imposed by government authorities.

**Help we need from you**

- To satisfy the majority of our clients, we apply "no smoking" rules in the way that they are applied by law in Italy.
- If at any time, it is our opinion (given by any of our staff or Tour leaders) that you are acting in a way which may cause accident, injury, discomfort or extreme displeasure to any other Tour member, we may exclude you from the programme for the remainder of the Tour. You will understand that this extreme action will not be taken lightly but may be necessary to protect the health, safety or enjoyment of other clients.

**ADDENDUM****Miscellaneous****Local standards**

- Laws, standards, culture and attitudes are different in many countries from what you reasonable expect at home. We are not responsible for standards of service, safety, hygiene and behaviour which may be different than those you are used to or which you expected.
- Please note that we will only be responsible for what our employees, agents and suppliers do or do not do if they were at the time acting within the course of their employment (for employees) or carrying out work we had asked them to do (for agents and suppliers).

**Accommodation**

Accommodation will be in good quality hotels. We can also book bed and breakfast accommodation in charming small trulli or masserie. We will discuss your exact accommodation requirements when you have made a booking, but please note:

- we reserve the right to change accommodation to that stated on our website itineraries – (see below "changes of itinerary").
- single rooms are normally available at an extra cost.

**Changes of Itinerary**

- Despite careful planning, it is possible that a site may become inaccessible due to matters outside our control, for example through natural disaster or political turmoil.
- We may decide to make changes to the itinerary to accommodate either of the above possibilities. We will tell you of any such change as soon as we decide to make it. If that happens, you may transfer to an alternative holiday. If your chosen alternative is of a lower price we will refund the difference. If it is of a higher price, you must pay the difference.

**Baggage restrictions**

We have to work within the restrictions laid down by any carrier we use. Policies vary from one carrier to another and from time to time. We will tell you the exact allowances and terms after you have made a booking with us. If you have an unusual requirement, perhaps for medical reasons, do contact us and we will try to help you immediately.

In this agreement unless the context otherwise requires:

1. a reference to a person includes a human individual, a corporate entity and any organisation which is managed or controlled as a unit;
2. any agreement by any party not to do or omit to do something includes an obligation not to allow some other person to do or omit to do that same thing;
3. [except where stated otherwise,] any obligation of any person arising from this agreement may be performed by any other person.

- If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.
- You consent to the processing of his personal data (in manual, electronic or any other form) relevant to this agreement, by us.
- The parties agree that electronic communications satisfy any legal requirement that such communications be in writing.
- In the event of a dispute between us, you undertake to attempt to settle the dispute by engaging in good faith with us in a process of mediation before commencing arbitration or litigation.
- This agreement does not give any right to any third party, except that any provision in this agreement which excludes or restricts the liability of our directors, officers, employees, subcontractors, agents and affiliated companies, may be enforced under that act.
- We are not liable for any failure or delay in performance of this agreement which is caused by circumstances beyond our reasonable control.
- The validity, construction and performance of this agreement shall be governed by the laws of Italy and the Agent agree that any dispute arising from it shall be litigated only in Italy.

Passport, Visa and Health Requirements

Please note carefully:

- to be absolutely safe, it is a good idea to make sure your passport is valid for at least six months after the date of return of your Tour;
- remember to apply for any necessary visa in good time;
- check with your GP what vaccinations and medication you may require and allow time to obtain them. Details are also available from the National Travel Health Network and Centre [www.nathnac.org](http://www.nathnac.org).
- If you are a national of an EC country and are taking an Italian tour, you should take your European Health Insurance Card (EHIC) available online. It is your responsibility to ensure that you obtain all necessary inoculations, take all necessary medication and follow all medical advice in relation to your holiday. Remember to bring certificates and confirmations with you in your hand luggage.

If you need professional medical care whilst on a tour, we will try to obtain it and inform your travel insurers as quickly as practically possible, should you not be able to do so yourself. Please ensure that you provide us with your next of kin details so that we can make arrangements for them to be contacted in an emergency.

- You agree to repay to us all costs we incur in providing this assistance, including payment for any additional transport. These costs must be reimbursed to the company. We will give you a receipt on your return, for you to pass to your travel insurers.

Compulsory note according to the Italian Law n.269/98, article 16. The Italian Law punishes the crimes concerning prostitution and juvenile pornography by means of reclusion, even if these crimes are committed abroad.