Terms and Conditions of Apulia Slow Travel

Apulia Slow Travel Srl is a registered and licensed tour operator based at Contrada Lamatroccola snc, 72017 Ostuni (BR), Italy.

Legislative sources

Tourist package contracts are governed by Italian law, including the Italian Tourism Code (Legislative Decree No. 79 of 23 May 2011, as amended by Legislative Decree No. 62 of 21 May 2018), and other applicable Italian and European Union legislation. Mandatory consumer and traveller protections remain applicable and cannot be excluded by these terms.

In addition to these general conditions, the agreed travel documentation and offer sent to the customer form part of the contract for the booked services.

Where international conventions apply, both parties are subject to their provisions. This may limit the amount of a claim you may make against us or anyone else. The maximum amount payable for certain claims relating to personal injury may not exceed the amount payable by a carrier under the applicable international convention.

Where a carrier is not obliged to make a payment under the applicable international convention or regulation in respect of a claim, or part of a claim, we will similarly not be obliged to make that payment, to the extent permitted by law. When making any payment, we may deduct amounts you have already received, or are entitled to receive, from the carrier for the same claim, where permitted by law.

These booking conditions, together with the information on the relevant tour page of the Apulia Slow Travel website, form the contract between you and us for your holiday.

In this contract, references 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, for example, 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 the documents we send to you, in printed or electronic form 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 as specified in the itinerary;

The following items are not included

- Flights from or to the Tour destination (unless otherwise stated in the itinerary);
- 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 by commonly accepted credit cards (we do not accept American Express).

The balance of the cost of your holiday must be paid to us at least 30 days before the Tour Start Date. We will tell you the payment deadline after confirming 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.

Group Tour Departures and Refunds

A minimum number of participants applies only to scheduled group tours. It is determined separately for each tour and stated on the relevant tour webpage or in its official tour PDF. Private and tailor-made tours are not subject to a general minimum participant requirement. If we cancel a scheduled group tour because the specified minimum has not been reached, we will refund all payments received for that tour, in accordance with applicable law.

Booking your holiday

You may enquire about a tailor-made holiday at any time and we will send you an offer, or you may book one of our standard packages. You may book immediately or request amendments or additional services. Once you are satisfied with our offer, you may proceed with your booking. We will send you a confirmation email and an invoice. When we receive your deposit (normally 25% of the total price for bookings made more than 30 days before departure), we will send you a confirmation invoice confirming your booking. The contract between us comes into existence at that time. You undertake to pay for the holiday booked, and we undertake to provide the holiday described in our emails and/or website.

If you make a booking on behalf of other travellers as well as yourself, we understand that you have their authority to enter into the contract on the basis of these conditions, and that you and they agree to be jointly and severally liable to us.

Balance Payment

The balance for all tours is due no later than 30 days before departure and must be paid in euros. If you book within this period, full payment is required immediately.

You can provide your personal details, insurance information, special requests, medical conditions, emergency contact details and passport details by completing a form we send you or by emailing us the relevant information.

For bookings made within 30 days before departure, we require full payment within 24 hours of our booking confirmation. 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 for the deposit as soon as you receive our invoice for the full tour price.

If you book a holiday fewer than 30 days before departure, you must pay the full amount at the time of booking. We will send you a confirmation email within 48 hours. If you do not receive it within this period, please telephone +39 340 7271671 or email booking@apuliaslowtravel.com.

Travel Insurance

Apulia Slow Travel strongly advises you to take out appropriate travel insurance. We cannot approve the policy you have purchased and are not responsible if the cover is inadequate, as insurance companies are third parties.

Cover should include not only ordinary travel risks but also additional risks relevant to the destination.

We also advise you to check whether valuable optical equipment is covered by your travel policy or home insurance.

Insolvency Protection and Professional Liability Insurance

Tourist package bookings are covered by the insolvency protection required under Italian law. The protection is provided through the applicable private insurance or guarantee arrangements and is subject to the relevant mandatory provisions. It provides for the refund of payments and, where required, repatriation in the event of the organiser's insolvency. The specific terms of the applicable guarantee govern access to that protection.

Professional civil liability insurance for travel organisers and intermediaries: NOBIS ERRECI — Policy No. **1505001554/E** .

Changes and cancellations by you

The deposit is non-refundable in the event of cancellation by the customer, except where mandatory Italian law requires a refund. The cancellation charges below remain subject to any non-excludable rights under applicable law.

We will try to accommodate any changes you need to make, but we cannot guarantee that this will be possible. Please note that a change requested at short notice may be treated as a cancellation and a new booking, resulting in a 100% cancellation fee.

Only the person who made the booking may cancel it. The cancellation takes effect when our office receives written notification. If you cancel, your deposit and any flight costs already invoiced will be forfeited.

The following cancellation charges apply according to the number of days remaining before departure:

45 days or more before departure: deposit already paid (the deposit is non-refundable)

44–30 days before departure: 50% of the tour cost

29–0 days before departure: 100% of the tour cost

If circumstances force you to leave the Tour early, you will have to pay any additional costs yourself. Bank fees for the reimbursement of payment via bank transfer will be deducted from the amount refunded to the customer. In the case of payment by credit card, the amount due will be refunded via credit card if possible; otherwise, it will be refunded via bank transfer, with any associated bank fees also deducted from the refunded amount.

In the case of a non-refundable service, such as a non-refundable hotel rate or airfare, the amount attributable to this service will not be refunded and will therefore be the sole responsibility of the customer.

Changes and cancellations by us

We reserve the right to change travel and tour arrangements where necessary, as our tours may be affected by circumstances outside our control, including weather, political developments, currency problems, floods, earthquakes, fires or accommodation issues.

We will inform you of minor changes before departure. If we consider a necessary change significant, we will inform you as soon as possible and offer you the opportunity to accept the change, choose an alternative holiday (paying or receiving any applicable price difference), or cancel and receive 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.

Where compensation is payable under applicable law, the traveller's statutory rights remain unaffected. We may also offer compensation at our discretion where it is not otherwise legally required.

To the extent permitted by applicable law, we are not liable for loss, 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 of 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 wonderful holiday with Apulia Slow Travel. We will 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:

1. the act or omission of you or anyone in your party;
2. 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 website 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 event 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 liability to the extent permitted by applicable law 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. If your complaint cannot be resolved to your satisfaction when reported to the tour leader or our employees, please provide full details in writing immediately upon your return. We cannot respond to complaints submitted only verbally.

Place of jurisdiction

The place of jurisdiction is where the tour operator is registered. Apulia Slow Travel Srl is registered in Brindisi, Italy. This provision applies subject to mandatory rules on consumer jurisdiction.

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

We cannot guarantee that trains or ferries will depart at the scheduled time. If they do not, we are not liable for delays, cancellations or decisions made in those circumstances, to the extent permitted by law.

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, cultures and attitudes may differ from what you reasonably expect at home.

We are not responsible for standards of service, safety, hygiene or behaviour that differ from those you are used to or expected, to the extent permitted by law.

- 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 make a booking. Please note:

- We reserve the right to change accommodation from that stated in our website itineraries (see “Changes of Itinerary” below).
- single rooms are normally available at an extra cost.
- The city tax is never included in the tour price, even when accommodation is booked by us and included in the package. The city tax must be paid on site directly to the accommodation provider (hotel, bed and breakfast, resort or any other type of accommodation), in accordance with the regulations established by the local municipality where the property is located.

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 such circumstances. 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 has a lower price, we will refund the difference. If it has a higher price, you must pay the difference.

Baggage restrictions

We must comply with the baggage restrictions imposed 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, please contact us and we will try to help you.

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 arising from this agreement may be performed by another authorised 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.
- Personal data are handled in accordance with applicable Italian and EU data protection legislation and our Privacy Policy.
- 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 to the extent permitted by applicable law.
- 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, interpretation and performance of this agreement are governed by Italian law. The parties agree that any dispute arising from it shall be litigated in Italy, subject to applicable mandatory consumer jurisdiction rules.

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 which vaccinations and medicines you may require and allow time to obtain them. Details are also available from the National Travel Health Network and Centre 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 reasonably 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.

Notice pursuant to Article 16 of Italian Law No. 269/1998.

Italian law criminalises offences involving the sexual exploitation of minors and child pornography, even if these crimes are committed abroad.