



BOOKING GENERAL CONDITIONS

Michelangelo International Travel (hereinafter referred to as M.I.T.) is an Incoming Tour Operator for Italian group travel services based in Italy and offers foreign travel companies (hereinafter referred to as THE CLIENT) services on a wholesale basis for the preparation of their own group travel packages. Tours consisting of minimum 10 or more paying guests constitute a group. The following booking conditions apply to all services provided.

I. Issuing of the contract and contractual services

Insofar as the requests submitted by THE CLIENT are accepted by M.I.T., a booking confirmation of the requested and offered travel services will follow from M.I.T. The offers are subject to availability at the time of booking by THE CLIENT. A contract between M.I.T. and THE CLIENT of the group tour concerning the booked services first comes into being with a written booking confirmation from M.I.T. A contractual affiliation between individual customers of THE CLIENT and M.I.T. is not created through this process. The extent of the contractual services arises from the service descriptions in the brochure as well as from the stated elements as detailed in the booking confirmation. Additional agreements (changes, additions, special requests, etc.) require an express written confirmation from M.I.T. If an express written confirmation does not follow the booking confirmation, the wishes expressed in the booking correspondence are to be handled only as nonbinding requests, for whose granting no guarantee can be given.

II. Payment of the trip price / special lien

Where not otherwise expressly stated in the offer and confirmation, 50% of the whole bill is due to M.I.T. 60 days before the departure date of the group. The balance is to be

received in full into our bank account no later than 14 days prior to the provision of the first service provided by M.I.T.

Should payment not be made punctually before the start of the trip, the performance of the booked services is not guaranteed. In this respect, a special lien, which can be exercised at any time, appertains to M.I.T. until the trip price has been fully paid. Customized trips may have different terms of payment and they will be indicated in the proposal.

III. Cancellation

A partial cancellation of the booked travel services is possible at any time - as long as the total number of participants does not drop below the minimum required, even for part of the trip. Cancellation can be made without penalty up to 60 days before the start of the journey. A booking fee will not be charged. In the case of a cancellation within 60 days of the start of the booked services, the following penalties apply:

59th -30th day before the start of the trip: 10 % of the trip price

29th - 14th day before the start of the trip 50%

13th - 5th day before the start of the trip: 90 % of the trip price

5th or less before the start of the trip: 100% of the trip price

A partial cancellation of certain services or in regards to individuals is possible up to 30 days before the departure of the trip. In these cases, the remuneration is then to be paid out of the cancelled part of the trip price.

However, if a partial cancellation results in the number of participants dropping below the minimum number required, the entire trip must be cancelled. In case of no-shows, the entire trip price must be paid in all circumstances.





The above cancellation terms are valid unless otherwise noted on the proposal.

IV. Non-claimed services

When a trip is undertaken, but the booked services are not fully utilised, M.I.T. retains its full entitlement. However, M.I.T. will try to obtain the saved expenses for the non-claimed services from the service providers. These savings will be forwarded to THE CLIENT only when M.I.T. is reimbursed by the service providers. M.I.T. cannot be held responsible for changes that are not within the control of M.I.T. M.I.T. promises under all circumstances to find the best possible alternative solution.

V. Minimum number of participants

The minimum number of participants for all offered trips amounts to 10 people, except for when a different minimum number of participants is explicitly mentioned in the offer and in the booking confirmation. If the minimum number of participants is not reached, and the trip is not cancelled within the agreed date, payment must be paid to cover the cost of the minimum number of participants.

VI. Free places

The costs for the group trips include a free place for the coach driver or tour guide (with a minimum of 18 paying guests) in a single room, the second free space is granted sharing a double room as from 35 paying guests. This rule is only valid for trips published online. Otherwise the conditions stipulated in the offer apply.

VII. Travel service

THE CLIENT is responsible itself for the provision of a tour leader to support the group, to the extent that a tour guide provided by M.I.T. for the whole or part of the trip was not expressly mentioned in the service description. Insofar as a "tour guide for the entire trip" is advertised, a professional tour guide is included, who can confer cultural and historical information as

well as information about the customs and traditions in the region.

VIII. Guarantee - Remedy

Should, from the viewpoint of THE CLIENT, the travel services be deficient, this is to be reported immediately to M.I.T., so that the deficiencies can be examined and, if necessary, remedial action can be taken. Should the booked services also include a tour guide, any deficiencies must also be brought to the attention of the tour escort.

IX. Liability

The tour operator carries the guarantee liability with regards to the participants of the trip. M.I.T. is solely liable if a fault of M.I.T. or its service providers is present. Should damages be neither willfully nor recklessly caused by M.I.T. but solely by fault of a service provider, M.I.T.'s liability, excluding the case of physical injury, is limited to three times the price of the trip of the affected participants. Criminal liability claims remain unaffected.

X. Compliance with legal regulations

THE CLIENT is responsible for passing on information to their customers and for the ultimate compliance with the respective legal regulations, including regulations relating to passport, customs, foreign currency, inoculation and visa regulations.

XI. Competent court of jurisdiction

The competent court of jurisdiction for M.I.T. is Trento.

XII. Invalidity of a travel condition

Should any of the above-mentioned travel conditions be ineffective or invalid, this does not result in the invalidity of the entire travel contract.

XIII. Mileage data

All information relative to distances are calculated on an approximate basis. Michelangelo cannot be made accountable for inexact calculations.





XIV. Contracting partner

The contracting partner for the travel services booked with M.I.T. is:

Michelangelo International Travel s.r.l.

Via Monte Misone 13/b 38066 Riva del Garda Tel. 0039 0464 571111

Force Majeure

We plan our trips with a lot of caution and foresight, however, unfortunately not everything can be anticipated. Please note that we cannot be held responsible for force majeure such as incidents caused by the weather, traffic jams, strikes and other events beyond our control

Accuracy of the information

We have tried to provide full and accurate information in our brochures and on our websites. However, we do not accept liability for information that could in any form be incorrect or incomplete. This refers, among other things, to specified admission prices and other information, that could change in the short or long term, or have already changed. Reproduction, even partially, is only allowed with permission from Michelangelo-Travel s.r.l.

Booking Conditions

Correct as of November 2017