

Terms and Conditions

Play Italy holidays are operated by Italian Local Expert S.r.l-with whom you will contract for the terms of your holiday, on these Booking Conditions.

These are the Booking Conditions of Italian Local Expert S.r.l. ("We," "Us," "Our," "Play Italy") for when we sell Play Italy packages.

Any bookings made for a Play Italy holiday will besubject to Play Italy's Booking Conditions. You can find all of the terms and conditions that will apply to your booking on our dedicated

website, at: https://www.playitaly.com/terms-and-conditions.html

Those terms and conditions, together with the information relating to your specific trip that you wish to book that is included in this brochure and on www.playitaly.com and with any other information confirmed to you at the time of booking, will form part of our contract with you.

Booking Conditions

Please read these Booking Conditions carefully. They include important information you will need to know before you book a Play Italy holiday, and contain information about the Play Italy holiday you have booked. These Booking Conditions are subject to change and the applicable terms will be confirmed to you at the time of booking.

Terms of the Contract

Play Italy's inclusive tours are organised by Italian Local Expert s.r.l. and offered for sale worldwide. Play Italy holiday packages are sold via website or online according to the procedure therein indicated. Play Italy contracts with you for the sale of the Play Italy part of the holiday, as the principal supplier, in accordance with these Booking

Conditions. Although all of the information contained in the Play Italy website has been described in accordance with the latest information available, Play Italy reserves the right to make changes, though any change can be notified to you also after you make a Play Italy booking.

Land arrangements and Carriage by Sea or River for your Play Italy holiday purchased with us expressly incorporate our conditions of carriage into these Booking Conditions. The Contract with Play Italy for your Play Italy holiday is effective since you receive a confirmation order and Play Italy receives the payment. Full payment of the balance shown on the confirmation invoice is required in accordance to the cancellation policy of each package as shown on the website and anyway must be completed before the departure of the holiday.

Failure to pay in full by this time may result in cancellation of your holiday and forfeit of your deposit.

Inclusive Prices

Prices are per person in Euros. Prices include: all accommodations (see below); unless otherwise stated, land transportation as detailed in tour itinerary; basic internet where available in hotel rooms; entertainment and special dinners as arranged by Play Italy; sightseeing; standard luggage handling (see below); services of Play Italy selected tour leaders and local guides. Meals are included if specified. All

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appropriate gratuities for luggage handling, bellmen, doormen, dining room servers and local guides are included. On-tour airfare is excluded.

Flights: No flights are included in the Play Italy holidays, but customer may ask for a quotation through our contact points (online chat, toll number, etc.).

Hotel Accommodations: Play Italy's per-person prices are based on the room selected by the customer . Hotel rooms with two beds are usually reserved for doubles. The price for rooms occupied by one person is higher than those when two or more people share the cost of a room. Triples usually have two beds plus a rollaway cot (not recommended for comfort).

Luggage Handling and Restrictions: Normal luggage handling is included in the tour cost. Allowances and restrictions for checked and carry-on luggage vary across airlines, so we urge you to verify your airline's current number of items, size and weight limits to avoid overage fees, which can be expensive. Play Italy cannot be held liable for additional fees or inconveniences imposed by your airline.

Not Included in Price

The tour price does not include flight tickets and related taxes and fees to the tour departure point and from the tour ending point.

Personal Expenses such as phone calls, room service, alcoholic and bar beverages, laundry, airline excess luggage charges (as noted above), tips and other optional incidental extras are not included. Play Italy guide and driver gratuities are not included and are voluntary.

Luggage Responsibility

Although every effort is made to handle guests' luggage carefully, we cannot be responsible for loss or damaged luggage and personal effects due to breakage, theft, or fair wear and tear through hotel, and ground transportation handling. It is important to have adequate insurance to cover these eventualities which we offer as an addition service before the booking is completed.

Itinerary Changes and Price Flexibility

Play Italy makes every effort to operate all holidays as published.

Play Italy reserves the right to alter or curtail the itinerary, or substitute sightseeing, ports, hotels, and/or conveyances as deemed necessary.

Please refer to Clause 6 for further information.

Photography and Video on Tour

Occasionally, Play Italy will use photographs and/or video taken by fellow guests, your Play Italy guide or professional photographers for use in print, internet and other promotional purposes. By executing this contract, you will release your consent to the use of your image. If you prefer that your image not be used in any marketing activities, please notify that through to the following email address: info@playitaly.com.

1. Your Holiday Contract

1.1 Booking Procedure and Deposit

A-booking will exist as soon as you are issued with a confirmation invoice-sent to your email.

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1.2 The holiday arrangements shown in the brochure or on the website are flexible – if you wish to extend your stay pre- or post- tour, upgrade your flights or make any other arrangements, please put full details in writing at the of time booking.

Payment Due Dates and Amounts: To hold space up to time of "Final Payment," a deposit for tour booked must be received by the "Deposit Due Date" or space is automatically released. Some travel arrangements (for example, museum tickets purchased specifically with certain museums) may not be refundable or transferable after a reservation has been made and any alteration request may incur a cancellation charge of up to 100% of that particular part of the holiday arrangements (as further detailed in Clause 4.1).

The amount of deposit payable in respect of your Play Italy holiday will be confirmed to you at the time of your booking. Final Payment is due as specified on the invoice. Bookings without full payment at this time may be subject to cancellation without notice. Final Documents will be sent electronically at least 3 weeks prior to tour departure. They include joining instructions, hotel lists, a reading list, clothing suggestions, trip itinerary, and other pertinent information.

*Force Majeure: means any unusual, unforeseeable or extraordinary circumstances beyond our control, including (but not limited to) an act of God, war (whether declared or undeclared), terrorism, riot, accident, natural or nuclear disaster, outbreak of disease, industrial dispute, fire, adverse or severe weather conditions or other event or circumstance beyond our control that contributes to or results in cancellation rates above our historical cancellation rates in the absence of such event or occurrence.

- 1.3 Cancellation Fees: Cancellations result in costly charges from travel and hotel providers covering costs and fees incurred by cancelling confirmed bookings.
- 1.4 When you make a booking with Us, you guarantee that you have the authority to accept and do accept on behalf of your party the terms of these Booking Conditions. Bookings are made through our website and a binding contract (on you and each member of your party) for a Play Italy holiday will exist between us as soon as our confirmation invoice is issued to you. This contract is made on the terms of these Booking Conditions, which are governed by Italian Law, and the jurisdiction of the Italian Courts

2. Your Financial Protection

Customer Protection: Our holidays comply with the Consumer Code requirements and provide full financial protection for the package holidays that we sell.

3. Your Holiday Price

- 3.1 We reserve the right to alter the prices of any of the holidays quoted by Us. You will be advised of the current price of the holiday that you wish to book before your contract is confirmed.
- 3.2 When you make your booking with Us for a package under Clause

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1, you must pay a deposit in accordance with Clause 1.2. Full details to be advised at the time of booking. The balance of the price of your travel arrangements must be paid within the cancellation policy. If the deposit and/or balance are not paid in time, we reserve the right to cancel your travel arrangements. If the balance is not paid in time we shall retain your deposit.

3.3 The price of your travel arrangements is fully guaranteed and will not be subject to any surcharges. We regret that no credit or refund is possible for any unused services provided in the cost of your holiday. If you decide to alter your travel arrangements whilst abroad, this is your own responsibility and we are not responsible for any extras or difficulties that may arise with onward travel and as a result of such alterations.

No credit or refund is possible for any lost, mislaid, stolen or destroyed documents which could be the subject of a claim on your insurance.

4. If You Cancel Your Holiday

4.1 You, or any member of your party, may cancel your travel arrangements with Us for a package holiday at any time by serving written notification from the person who made the booking to be received at our offices. Since we incur costs in cancelling your travel arrangements, you will have to pay the applicable cancellation charges up to the maximum shown in Clause 1 above.

5. If We Change or Cancel Your Holiday

6.1 When you book a package holiday with Us, we may need to make changes to your travel arrangements, although this is unlikely. We do plan the arrangements many months in advance and occasionally we may have to make changes and we reserve the right to do so at any time. Most of these changes will be minor and we will advise you of them at the earliest possible date. We also reserve the right in any circumstances to cancel your travel arrangements. However, we will not cancel your travel arrangements less than 8 weeks before your departure date, except for reasons of force majeure or failure by you to pay the final balance. If we are unable to provide the booked travel arrangements, you can either have a refund of all monies paid or accept an offer of alternative travel arrangements of comparable standard or higher from Us, if available. If we make a major change to your holiday, we will inform you as soon as reasonably possible if there is time before your departure. You will have the choice of either accepting the change of arrangements, accepting an offer of alternative travel arrangements of comparable standard from Us if available (we will refund any price difference if the alternative is of a lower value), or cancelling your booked holiday and receiving a full refund of all monies paid. In all cases, except where the major change arises due to reasons of force majeure, we will pay compensation as detailed in the chart below. The compensation that we offer does not exclude you from claiming more if you are entitled to do so. We will not pay you compensation if we have to cancel or change your travel arrangements in any way because of a Force Majeure event (as defined in Clause 1.2.)

6. If You Have A Complaint

6.1 When you have booked a package holiday with Us, we will deal with any complaints you may have in accordance with this Clause 6.1. If you have a problem during your holiday, please inform the Play Italy representative on tour immediately who will endeavour to put things right. If your complaint is not resolved locally, please follow this up within 28 days of your return home by writing to our Customer Services Department, giving your booking reference and all other relevant information. Please keep your letter concise and to the point. This will assist Us to quickly identify your concerns and speed up our

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response to you. If you fail to follow this simple procedure we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were on your Play Italy tour or cruise and this may affect your rights under this contract.

7. Our Liability to You

7.1 When you have booked a package holiday with Us directly and if the contract we have with you is not performed or is improperly performed by Us or our suppliers, we will pay you appropriate compensation if this has affected the enjoyment of your travel arrangements, as detailed further below. However we will not be liable where any failure in the performance of the contract is due to: you; or a third party unconnected with the provision of the travel arrangements and where the failure is unforeseeable or unavoidable; or unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised; or an event which we or our suppliers, even with all due care, could not foresee or forestall.

Our liability, to the extent permitted by law, shall be limited to a maximum of the cost of your travel arrangements. Our liability will also be limited in accordance with and/or in an identical manner to:

- (a) The contractual terms of the companies that provide the transportation for your travel arrangements. These terms are incorporated into this contract; and
- (b) Any relevant international convention, for example the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of compensation that you can claim for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having all benefit of any limitation of compensation contained in these or any conventions. However reimbursement in such cases will not automatically entitle you to a refund of your holiday cost from Us. Your right to a refund and/or compensation from Us is set out in Clause 5. If any payments to you are due from Us, any payment made to you by third parties will be deducted from this amount.
- 7.2 Please note that the order of events on itineraries is subject to alteration due to local circumstances, unscheduled closures etc.

However, every effort will be made to include all elements of the programme during the tour or cruise dates or a suitable alternative which will be notified to you.

7.3 Our Responsibility – Play Italy accepts responsibility for ensuring that all elements of your holiday are as described in the brochure and are of a reasonable standard. Local laws and regulations of the relevant country will be relevant in assessing performance of the services included in the Play Italy holiday. In the event of a complaint by a Guest, this Contract will be regarded as having been performed if local laws and regulations relating to those services have been satisfied, even if the Italian law has not been met. If you and/or any other person included in your booking suffers injury, death or loss of or damage to property as a result of the non-performance or improper performance of any service which Play Italy is contractually obliged to provide, then Play Italy's liability, if any, to pay compensation shall be governed by the international conventions which govern such services. This limitation applies whether or not any particular international convention has been signed or ratified by Italy; or as any particular convention may be applicable by the operation of Italian Law.

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8. Prompt Assistance in Hotel

If the contract we have with you is not performed or is improperly performed as a result of failures attributable to a third party unconnected with the provision of the services, or as a result of failures due to unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or an event which we or our suppliers, even with all due care, could not foresee or forestall, and you suffer an injury or other material loss, we will offer you such prompt assistance as is reasonable in the circumstances.

9. Passport, Visa and Immigration Requirements

Play Italy can provide general information about the passport and visa requirements for your holiday, but your specific passport and visa requirements, and other immigration requirements are your responsibility and you should confirm these with the relevant Embassies and/or Consulates. Any information supplied by Us on these or related matters (such as climate, when to travel, clothing, baggage, personal items etc.) is given as general guidance and in good faith but we do not accept liability for any decisions made on the basis of the information supplied.

The passport, visa and health requirements at the time of booking can be viewed on the dedicated Government websites. It is your responsibility to ensure that you and all members of your party are in possession of all necessary travel and health documents, and in compliance with any other immigration requirements, before you travel. If you or any member of your party is not an Italian Citizen or holds a non-Italian Passport, you must check passport and visa requirements with the embassy or consulate of the country(ies) to or through. Neither we, nor the principal(s) or supplier(s), accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements. Passports / Visas: Italian passengers should carry a full Italian Visa, valid for at least 6 months after the end of your holiday. Other nationalities should also carry a full passport. Visas may be required for some ports of call. It is your responsibility to ensure that you have valid and appropriate travel documentation including passports and visas for each person travelling with you for eligibility to travel to all destinations on your tour. In addition to immigration and customs requirements, the Italian Government and others place restrictions on the carriage of persons whose names appear on Government watch lists or who are deemed legally ineligible to travel. It is your sole responsibility to ensure your legal eligibility to travel. You are advised to check with the appropriate Government authority to determine the necessary documents and travel eligibility requirements. If you or anyone travelling with you become ineligible to travel for any reason, or are travelling without proper documentation, then you will not be allowed to travel. Under no circumstances shall Play Italy be liable for any costs, damages or expenses whatsoever incurred by you or anyone else as a result of such denial of boarding.

10. Your Information

Once you have confirmed your details (and those of your party) with Us, we will proceed to confirm the booking with Us. Please check that all names, dates and timings are correct on receipt of all documents and advise Us of any errors immediately. Any changes to these details will incur the charges stated above. Please ensure that the names given are the same as in the relevant passport. Save as expressly set out in these Booking Conditions, only the necessary booking information that you provide to Us will be passed on to the relevant suppliers of your travel arrangements or other persons necessary for the provision of your travel arrangements. The information may also be provided to public authorities such as customs or immigration if required by them, or as required by law.

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This applies to any sensitive information that you give to Us such as details of any disabilities, or dietary and religious requirements. Certain information may also be passed on to security or credit checking companies. If we cannot pass this information to the relevant suppliers, we will be unable to provide your booking. Play Italy may contact you following your Play Italy holiday with details of other holidays / tours provided by Play Italy that may be of interest to you. We will keep your contact details for this purpose, unless you inform us that you do not wish to receive such approaches in future. In making this booking, you consent to this information being passed on to the relevant persons for the purposes set out in this Clause 12 (and our Privacy Policy, which is available on Our website) for you and those persons included in your booking.

11. Insurance and Health Requirements

11.1 We suggest you as a condition of your contract with Us for a package holiday that we are supplying to you, for you to have in place relevant travel insurance protection, including coverage minimums that may be required by destinations. Travel insurance is your entire responsibility.

11.2 Health Requirements and Insurance: You represent and warrant that you and everyone travelling with you are physically and otherwise fit to travel. The tour visits many destinations in a number of cities and regions, often with difficult terrain, water crossings.

There may also be restrictions (due to the types of tours that you may contemplate joining) on the equipment or additional aides that you (or a member of your group) may wish to bring with you for your comfort or ease if you are not able to walk or manoeuvre without assistance or accompaniment. You therefore need to check with our booking agent at the time of booking to see whether the proposed tour that you and your group wish to join are appropriate for you and all members of your group. Our booking agent may ask you to go through various questions to check whether travelling on the proposed tour is possible for you and all members of your group, and may make suggestions for how the tour could be taken with certain adjustments (if required), or whether a different tour may need to be offered to you, in order to fit with any requirements that you or any member of your group may need to have in place in terms of assistance or accompaniment to be able to enjoy their holiday. We can also provide individual assistance to a guest for walking, dining or other personal needs, but you must ask for a quote with at least 45 days in advance.

You are solely responsible for checking (on your own behalf and on behalf of all those in your group) with your (or the group member's) doctor as to which vaccination (including from any specific illness or exposure to animals) or medication are recommended or required for those countries for those travelling and for any assistance that may be required.

We, cannot accept any responsibility for your failure to comply with the necessary medical, passport or visa requirements. All passengers should have adequate insurance cover against cancellation, illness, repatriation loss of luggage etc.

12. Documentation

All documents (e.g. invoices/tickets/insurance policies) that require to be posted will be sent to you by email.

Please ensure that all your travel, passport, visa and insurance documents are in order and that you arrive in plenty of time for checking in at the airport. It may be necessary to reconfirm your booking. If you fail to reconfirm you may be refused permission to benefit the services and you are unlikely to receive any refund.

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Please ask Us for details at least 72 hours before the expected data for the arrival. You should take a note of any reference number or contact name.

13. Reasonable Behavior

When you book accommodation through Us, you accept responsibility for the proper conduct of all members of your party during your stay.

We reserve the right at any time to terminate the stay of any party member(s) whose behavior is such, in the reasonable opinion of the accommodation provider or Us, to cause or to be likely to cause danger, upset, harassment or distress to anyone else or damage to other persons or to property. No refund will be given in the event of you, or any member or your party, being requested to leave accommodation in such circumstances.

Furthermore, we shall be under no obligation whatsoever to pay compensation to you or any member of your party, or meet any costs or expenses (including but not limited to alternative accommodation) you, or any member of your party, may occur as a result of your stay being terminated due to reasons under this Clause 13.

If you, or any member of your party, cause damage to the accommodation in which you are staying or to any property of suppliers of tours, excursions or other elements of your holiday arrangements, you must fully reimburse the accommodation provider or relevant supplier concerned for the cost of the damage before the end of your holiday (if the cost has been established by then), or as soon as it has been established if later. You must also indemnify Us for the full amount of any claim (including all legal costs) made against Us by the accommodation provider or any relevant supplier or third party as a result of such damage caused.

We reserve the right to ask you to pay a breakages deposit in respect of any travel arrangements booked with Us where our suppliers request breakages deposits are payable and we will notify you of details of such breakages deposits at the time of your booking. If you do not pay any required breakages deposit, then we reserve the right to refuse to take your booking, although we will endeavour to agree alternative arrangements with you, which will be confirmed at the time of booking and included in your contract for the booking made by you. If we have agreed with you that the breakages deposit will be made by taking details of your credit/debit card for the agreed sum and will only be payable if breakages are caused by you, or a member of your party, and we are required to make payment to the supplier for any such breakages, then you authorise Us to take such agreed payment sum.

We will notify you in writing if we are required to take such payments.

14. Minors

If you are not 18 years old, you are considered at law to be a minor and we will therefore require your parent(s)/guardian to sign a Form

of Consent relating to your booking at the time of booking and pay a breakages deposit (on the balance due date) as per the Form of Consent. A Form of Consent can be obtained from Us upon request.

If you are 18 years old or over, then you will be required to sign the Booking Form on your own behalf (and on behalf of the people listed in your party) and you agree to the terms of these Booking Conditions on your own behalf (and on behalf of the members of your party).

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