



## ITALIAN AND FRENCH EXCURSIONS TERMS & CONDITIONS

ITALIAN AND FRENCH EXCURSIONS cc (Herein after referred to as **ITALEX**)

The client/passenger hereby indemnifies and holds **ITALEX** harmless for any and all damage, loss or injury, which may be sustained by the passenger in the course of the tour.

The client/passenger acknowledges that **ITALEX** is not a carrier or keeper of inns, hotels, refreshments, boarding or lodging houses. **ITALEX** will arrange tickets, bookings and reservations, only as agent for its clients, who accept the same subject to these Terms and Conditions and those of each of the concerns with whom **ITALEX** may make arrangements for its clients.

### HOTELS

Once hotel reservations have been confirmed, **ITALEX** reserves the right to substitute hotels listed with others of a similar or higher category at no additional cost to the client/passenger, at any time prior to or after the passenger's departure from South Africa.

### TOUR LEADER

The tours specified in this brochure do not include the services of a tour leader from South Africa.

### SPECIAL REQUESTS

Should the client/passenger have any special requests in respect of the tour, such requests must be reduced to writing on the standard **ITALEX** booking form. **ITALEX** will endeavour to comply with the special requests. However, it cannot guarantee that they will be met.

### NOT INCLUDED IN PRICES

Prices quoted do not include airport or departure taxes, city taxes (charged per person per night by hotels), costs of obtaining visas and passports, telephone calls, laundry, entertainment arrangements not shown in itinerary, meals and beverages unless specified, or any other items of a personal nature.

### RESERVATIONS

**ITALEX** will negotiate for tickets, bookings and reservations only on receipt of a written request to do so. This request constitutes a guarantee by the client/ passenger that a non-refundable deposit of 30% will be paid within 5 days of the booking being confirmed. A booking will be deemed to have been confirmed by **ITALEX** once the client/passenger receives a written confirmation from **ITALEX**. However, in the case of ferry, rail, theatre or any tickets related to entertainment, issuance of tickets is concurrent with a request

for a booking and the client is liable for full payment. Cancellations or amendments are not possible as refunds are not granted by the issuers. **ITALEX** will provide an invoice upon confirmation of availability. Within 24 hours of confirmation of availability, the attached booking form should be sent back to Italian Excursions for confirmation purposes. In event that this is not received, Italian Excursions cannot guarantee the reservation after the option date has lapsed. The balance owing on the invoice must be paid no later than 8 (eight) weeks prior to the date of departure. **ITALEX** reserves the right to cancel any reservation for which the total price has not been paid by the due date in which event the deposit will be forfeited to **ITALEX**. **ITALEX** guarantees the price of land arrangements once full payment is timeously received, except where subsequent increases are beyond the control of **ITALEX**.

### **BANK CHARGES**

Bank charges of R 385. per booking are levied per Forex transaction.

### **LATE BOOKING**

In the event of any reservation being completed less than 8 (eight) weeks prior to departure, the total price is due immediately upon confirmation, is non-refundable.

### **CANCELLATION & CURTAILMENT**

Any cancellation made by the client/passenger for any reason whatsoever must be in writing and the client/passenger shall be liable for all costs, bank charges, damages and expenses incurred by **ITALEX** in respect of making the of bookings and reservations and cancelling same and for all payments which **ITALEX** may lawfully require by reason of the cancellation. **ITALEX** shall be under no obligation to repay to the client/passenger any monies held by **ITALEX** until such time as **ITALEX** has computed all the costs, bank charges, damages, expenses and deductions, which it is entitled to make in terms of this hereof. The client/passenger irrevocably and specifically agrees that **ITALEX** shall be entitled to deduct any commissions and/or profit which **ITALEX** would have earned had the client/passenger not cancelled the booking and/or reservation. This includes cancellations or postponements made due to any unforeseen event or circumstances of whatsoever nature and shall include, but not limited to, *force majeure* and pandemics such as Covid 19.

From the time of booking and /or reservation up to 8 weeks prior to departure, the deposit is forfeited. Subject to the above, the following amounts, or such greater charge as levied by **ITALEX'S** Suppliers, will be charged:

6 weeks prior: 40 % of total tour price  
 4 weeks prior: 50 % of total tour price  
 3 weeks prior: 80 % of total tour price  
 2 weeks prior: 100% of total tour price

In the event that the Supplier cancellation and/or postponement charges, as may be applicable and levied by the specific Supplier, should differ from the above the client/passenger shall be informed thereof.

## AMENDMENTS

Kindly note that once a reservation has been made, any amendment is subject to a fee of R550 per amendment (involving up to 3 services) and amendment fee of R920 per amendment (for 4 services or more) are involved. Please note that these fees are levied by our Tour Operators. In addition, an administration fee of R600 + VAT will be levied by Italian and French Excursions for amendments and cancellations.

## REFUNDS & UNUSED SERVICES

No refunds will be made for no-shows or any unused services irrespective of whether they form part of the basic inclusive tour price, or whether they are in respect of pre-booked optional arrangements.

## DELAYS

**ITALEX** does not hold itself responsible nor can it be held responsible for any delays prior to departure or, during the course of any tour mentioned in the itinerary whether brought about by technical difficulties, strikes, weather conditions or any other circumstances whatsoever, whether foreseen or unforeseen. It is understood that any expenses relating to these unscheduled extensions (e.g. hotels, meals, airfares, telephone calls, etc.) will be for the client/passenger's account.

## TRAVEL DOCUMENTS

Documentation is only prepared on receipt of full and final payment and completed booking form, signed conditions of this contract and ticket copies (if requested). All clients/passengers will be personally responsible for ensuring that they are in the possession of the correct documentation prior to their departure. **ITALEX** does not accept responsibility for any consequences whatsoever from a client/passenger failing to ensure that he or she has complied with the necessary health, passport and visa requirements.

## ITINERARY ALTERATIONS

**ITALEX** reserves the right to cancel the tour prior to departure, in which event the entire tour price paid by the client/passenger, will be refunded without prejudice and any further obligation on the part of **ITALEX**. While every effort is made to keep to all itineraries, **ITALEX** reserves the right to make any changes for your convenience. The duration of the tour may have to be extended or curtailed owing to unforeseen changes in transport schedules. Any resultant expenses will be borne by the client/passenger, and any savings refunded. Notwithstanding anything to the contrary contained herein, **ITALEX** reserves the right to modify any arrangements required by or made on behalf of the client/passenger and to cancel same without notice.

## PASSPORT, VISAS, VACCINATIONS, INOCULATIONS AND RE-ENTRY PERMITS

The responsibility to obtain correct, current and valid passports, visas, vaccinations, inoculations and re-entry permits where required is that of the client/passenger alone. **ITALEX** will not be held responsible or liable for any consequence of any nature arising from the client/passenger failing to ensure that he/she has complied with all such requirements. Note: Visas are not issued on temporary passports.

## INSURANCE

We strongly advise clients/passengers to take out insurance against cancellation, curtailment, illness, loss of baggage and default at the time of booking. Please ask your ASATA travel agent for details.

## FOLLOWING DEPARTURE

Amendments and all cancellations en route must be made with our overseas operators directly. Please note that en route cancellations and amendments may incur additional fees as determined by our overseas operators.

## LIABILITIES

**ITALEX** makes every effort to ensure that all arrangements and services connected with your tour will be carried out as specified in the most efficient and effective way possible. However we do not have direct control over the provisions of services by suppliers and, whilst they are in all cases selected with the utmost care, we do not accept liability for error and omissions of such suppliers. **ITALEX** is not liable for the cancellation of journeys, deviations, delays or failure to provide seats, berths, or facilities for carrying or storing luggage, or for failure to provide accommodation, howsoever the same may arise. **ITALEX** (both for itself and on behalf of its servants and agents) does not accept any liability of whatsoever nature, howsoever arising, for any act, omission, default or neglect of suppliers or their servants or agents for any injury, damage or loss to persons or goods whatsoever and howsoever the same may be caused and **ITALEX** does not warrant, and is in no way responsible for the accuracy of any information given or statement made by **ITALEX** servants and agents or given or made by the suppliers or their servants and agents.

## RESPONSIBILITY

**ITALEX** acts as an agent only in producing and operating the tours and arrangements featured in the brochure, and on condition that it shall not be liable for any loss, damage, injury, accident, delay or any other irregularity that may be occasioned by any defect in any vehicle, or other form of conveyance, or by error or default or any company or person engaged in conveying passengers, carrying out the arrangements of the tour, or otherwise in connection therewith.

## AIRLINE RESPONSIBILITY

The airline concerned is not to be held responsible for any act, omission or event during the time the passengers are aboard their aircraft. The passenger ticket in use by the airline, when used shall constitute the sale contract between the airline and purchaser of these tickets and/or passenger. The passengers specifically acknowledge that the Warsaw Convention including but not limited to Article 19 thereof, provides that an air carrier is liable for damage caused by delay in the carriage by air of passengers, baggage or cargo. The client/passenger acknowledges and agrees unconditionally that **ITALEX** will not be liable for any loss, damage or injury arising from air travel whether or not the carrier took all reasonable measures to avoid damage, loss or injury.

## BAGGAGE

When flying from South Africa to Europe, economy class passengers are restricted to 20kg of luggage with specific maximum dimensions. Please ask your travel agent for details.

## GENERAL INFORMATION

**ITALEX** cannot be held responsible for any charges that appear on a passenger's credit card, nor accept responsibility for having any of these charges reversed or corrected upon the passenger's return to South Africa. If passengers intend to drive in a rented car, they should obtain an international driving permit from their local AA office in South Africa. Please ensure that you are in possession of your local driving licence, as you will be asked to produce it at the car rental check in counter.

## TRAVEL DECLARATIONS

**ITALEX** requires that all foreign payments made on behalf of the passenger must be deducted from the passenger's foreign exchange allowance. A currency declaration to this effect must be lodged before final documentation can be released.

## GENERAL

**ITALEX** shall not be bound by any representation, warranty, promise or the like not recorded herein.

No addition to, variation, or agreed cancellation of these Terms and Conditions shall be of any force or effect unless reduced to writing and signed by or on behalf of **ITALEX**.

No indulgence, which **ITALEX** may grant to the client/passenger, shall constitute a waiver of any of the rights of **ITALEX**, who shall not thereby be precluded from exercising any rights against the passenger which may have arisen in the past or which might arise in the future.

In the event of **ITALEX** having to institute legal action against the client/passenger for any amount outstanding by the client/passenger to **ITALEX**, the client/passenger shall be liable for **ITALEX'S** legal fees on the scale as between attorney and client, including collection commission and tracing fees.