

# Magari Vacanze srl

## Terms and Conditions

Check-In Time 00:00 AM | Check-Out Time 00:00 PM

### 1. Your Contract is with Magari Vacanze srl

These Booking Conditions, the Essential Information together with our Privacy Policy and where your holiday/charter/wedding/Private Dining is booked via our websites, our website terms and conditions of use, together with any other written information we brought to your attention before we confirmed your booking, form the basis of your contract with Magari Vacanze srl (“we” or “us”). Please read them carefully as they set out our respective rights and obligations. In these Booking Conditions references to “you” and “your” include the first named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred.

By making a booking, the first named person on the booking agrees on behalf of all persons detailed on the booking that:-

- He/she has read these terms and conditions and has the authority to and does agree to be bound by them;
- He/she consents to our use of information in accordance with our Privacy Policy;
- He/she is over 21 years of age and where placing an order for services with age restrictions, declares that he/she and all members of the party are of the appropriate age to purchase those services.

### 2. Your Charter contract

A binding contract is made with us on the earliest of , (a) you tell us that you would like to accept our written or verbal quotation and you pay us a deposit (see clause 3) or (b) if you are booking within 14 weeks of commencement of your booking or choose to do so at the time of booking, you make full payment ; or (c) we issue you with a confirmation/invoice that will confirm the details of your booking and will be sent to you via email or post.

These Booking Conditions and any agreement to which they apply are governed in all respects by Italian law. We both agree that any dispute, claim or other matter which arises between us out of or in connection with your contract or booking will be dealt with by the Courts of Italy only.

### 3. Payment

At the time of booking, you will be required to pay a non-refundable deposit of 30% of the total quoted price. The balance must be paid prior to commencement. Cheques are not accepted. If we do not receive the balance in full and on time, we reserve the right to treat your booking as cancelled by you in which case the cancellation charges set out in clause 13 will become payable. When you pay by credit/charge card, we reserve the right to levy a 2.0% handling charge for each payment made by these means (no charge for debit card transactions). Your full confirmation will not be issued until your booking has been paid for in full.

### 4. Accuracy

We endeavour to ensure that all the information and prices both on our website and in our brochures are accurate; however occasionally changes and errors occur and we reserve the right to correct prices and other details in such circumstances. You must check the current price and all other details relating to the arrangements that you are booking.

### 5. Your price

All prices include IVA (Italian State VAT).

We reserve the right to amend the price of unsold bookings at any time and correct errors in the prices of confirmed bookings. Should you decide to cancel by reason of a change in price, you must exercise your right to do so within 14 days from the issue date .

### 6. Damage to [property] and Accidental Damage Waiver or Deposit

All bookings are subject to a refundable Accidental Damage Deposit payable prior to commencement , which you will be informed at the time of booking of the amount.

If you or any member of your party cause any damage to any item, you and/or your party will be required to pay for the loss and/or damage caused and we will hold you and each member of your party jointly and individually responsible. Unless the damage was caused accidentally and results in losses below €100, full payment for any such damage or losses must be paid directly to the representative of Magari Vacanze srl prior to your departure or an invoice in respect of it will be sent to you on your return to your home address. Where a refundable Accidental Damage Deposit has been paid, this deposit will be retained by us in part payment of the losses you cause. We do not accept responsibility for loss or damage to your personal effects, such damage or losses may be covered by your own personal travel insurance.

## 7. Confirmation

Please check your confirmation/invoice, final itinerary and all other documents you receive from us, immediately on receipt. You must contact us as soon as possible if any information appears to be incorrect as it may not be possible to make changes later and it may harm your rights if we are not notified of any inaccuracies in any document within a reasonable period of time (taking into account the date of your arrival and subsequent departure).

## 8. If you change your booking

If you wish to change your arrangements in any way once a binding contract is in place between us (see clause 2), (for example your chosen departure date or itinerary) we will do our utmost to make these changes but it may not always be possible. Any request for changes to be made must be in writing from the person who made the booking. Where we can meet a request, all changes will be subject to payment of an administration fee based on our increased costs as a result of applicable rate changes and any costs or charges incurred or imposed by any of our suppliers. The amount of the fee will be notified to you before you choose to proceed with any change. If you make a number of changes to the

same booking , we will only make a reasonable overall charge. You should be aware that these costs could increase the closer to the commencement date that changes are made and you should contact us as soon as possible. Where we are unable to assist you and you do not wish to proceed with the original booking we will treat this as a cancellation by you. A cancellation fee may be payable. Any changes you make within 14 weeks of your commencement will be treated as a cancellation and the cancellation charges shown in the section “If you cancel your charter” may apply even to individual components.

## 9. Transfer of bookings

If any member of your party is prevented from travelling, that person(s) may transfer their place to someone else (introduced by you and satisfying all the conditions applicable to the booking) providing we are notified not less than 14 days before commencement and you pay an amendment fee notified to you at the time your request the transfer, meet all costs and charges incurred by us and/or incurred or imposed by any of our suppliers and the transferee agrees to these booking conditions and all other terms of the contract between us.

## 10. If you cancel.

Once your booking has been confirmed, to cancel part all or any component, the person making the booking must either write to or email us. Our contact details are stated on your confirmation/ invoice or email [info@thepinelli.com](mailto:info@thepinelli.com). Cancellation takes effect on the date we receive your letter. If you cancel after we confirm your booking, you must compensate us for losses, as we incur costs from the moment you make the booking. The closer your cancellation is to the commencement date, the less likely we are to recover the costs by re-selling all or components at the original price. Our cancellation charges therefore increase as the commencement date approaches, and you must pay us the sums up to the maximum shown below (The cancellation charge detailed is calculated on the basis of the total cost payable by the person(s) cancelling excluding insurance premiums and amendment charges

which are not refundable in the event of the person(s) to whom they apply cancelling).

Also note the 'Exception' section which may apply in addition to the scale of charges. If you have to cancel for a reason covered by your insurance policy, you *may* be able to recover the cancellation charges from them. Claims must be made directly to your [the] insurance company concerned. When only some members cancel in a group that has booked together, the charge will be based on the price of their booking only.

The following cancellation charges apply

Date on which written notice of cancellation is received by us:-

- More than 14 weeks prior to commencement - loss of deposit, and amendment charges (if applicable).
- 98 - 64 days prior to commencement 40% of the total cost or loss of deposit whichever is greater.
- 63 - 43 days prior to commencement 50% of the total cost or loss of deposit whichever is greater.
- 42 - 22 days prior to commencement 70% of the total cost .
- 21 - 0 days prior to commencement 100% of the total cost.

## 11. If we change or cancel

It is unlikely that we will have to make any changes to your confirmed arrangements or cancel them, however we do start planning arrangements many months in advance. Occasionally, we may have to make changes and correct errors in the brochure or on the website and other details both before and after bookings have been confirmed. In the event of minor alterations, we will do our best to notify you before you travel. If a "significant change" (see below) or cancellation has to be made to your arrangements we will notify you as soon as possible. You may then: a) accept the changed arrangements; b) accepting an offer of an alternative with comparable facilities from us, if available (we will refund any price difference if the alternative is of a lower value); or c) cancel your booking completely, in which case we will refund you all monies paid by you. If we make a significant change or

cancel less than 14 weeks before commencement , we will also pay compensation as detailed below, except to infants:  
Period before departure that a significant change is notified to you:-

- More than 98 days prior to commencement £0 per person
- 98 – 43 days prior to commencement £10 per person
- 42 – 29 days prior to commencement £20 per person
- 28 – 15 days prior to commencement £30 per person
- 14 – 0 days prior to commencement £40 per person

**Note:**

In the event that compensation is due, if the substitution is of a lower price than the one originally booked, we will also refund the price difference. If the substitution is of a higher price we will deduct the price difference from the compensation payable.

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 where we make a major change or cancel more than 14 weeks before departure or in the event that we are forced to make a change or cancel as a result of force majeure (see clause 15).

The above sets out the maximum extent of our liability for changes and cancellations and we regret we cannot meet any expenses or losses you may incur as a result of change or cancellation.

We will not pay you compensation and the above options will not be available if we make a minor change or cancel as a result of your failure to make full payment on time or where the change(s) or cancellation by us arises out of alterations to the confirmed booking requested by you.

Very rarely, we may be forced by **force majeure** (see clause 12) to change or terminate your arrangements. If this situation does occur, we regret we will be unable to make any refunds, pay you compensation or meet any costs or expenses you incur as a result. If we become unable to provide a significant proportion of the services that you have booked with us after you have departed, we will make alternative arrangements for you at no extra charge and, if appropriate in all the circumstances, will pay you reasonable compensation.

## 12. Force Majeure

Except where otherwise expressly stated in these booking conditions we will not be liable or pay you compensation if our contractual obligations to you are affected by any event which we or the supplier(s) of the service(s) in question could not, even with all due care, foresee or avoid. These events can include, but are not limited to war, threat of war, civil strife terrorist activity and its consequences or the threat of such activity, riot, the act of any government or other national or local authority including port or river authorities, industrial dispute, natural or nuclear disaster, fire, chemical or biological disaster and **adverse weather, sea**, ice and river conditions and all similar events outside our or the supplier(s) concerned's control.

### 13. Your accommodation

This is reserved exclusively for the people named on your confirmation/invoice and no other persons are permitted to sleep at or on or in nor can you arrange for visitors for the purpose of events like parties, celebrations or other large gatherings unless this has been agreed in writing and appropriate payments made (if applicable). You and all members of your party also agree not to use and accommodation for any illegal or commercial purpose, including subletting it or otherwise allowing anyone to stay who we have not previously accepted on your confirmation/invoice.

### 14. Special requests

If you have a special request that does not form part of the arrangements described on the website, charter contract or in our brochure please inform us in writing at the time of booking. Our team will do their best to comply but cannot guarantee to do so. We will advise prior to the commencement if any special requests cannot be met. The fact that a special request has been noted on your confirmation/invoice or any other documentation or is not confirmation that the request will be met. Failure to meet any special request will not be a breach of contract on our part unless the request has been specifically confirmed. We do not accept bookings that are conditional upon any special request being met.

### 15. Disabilities and Medical Requirements

We will take reasonable steps to cater for any special requirements you may have. If you or any member of your party has any medical or disability requirements which may affect your booking, please provide us with full details before we confirm your booking so that we can try to advise you as to the suitability of your chosen arrangements. Acting reasonably, if we are unable to properly accommodate the needs of the person(s) concerned, we will not confirm your booking or if you did not give us full details at the time of booking, we will cancel it and impose applicable cancellation charges when we become aware of these details.

## 16. Our liability to you

We will accept responsibility for the arrangements we agree to provide or arrange for you as an “organiser” Subject to these booking conditions, if we or our suppliers perform or arrange your contracted charter arrangements negligently, taking into consideration all relevant factors (for example following the complaints procedure as described in these conditions and the extent to which ours or our employees’ or suppliers’ negligence affected the overall enjoyment of your booking), we will pay you reasonable compensation. Please note that it is your responsibility to show that we or our supplier(s) have been negligent if you wish to make a claim against us.

We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:-

- a. the act(s) and/or omission(s) of the person(s) affected;
- b. the act(s) and/or omission(s) of a third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable; or
- c. unusual or unforeseeable circumstances beyond ours or our supplier(s) control, the consequences of which could not have been avoided even if all due care had been exercised; or
- d. an event which either ourselves or suppliers could not, even with all due care, have foreseen or forestalled.

We limit the amount of compensation we may have to pay you if we are found liable under this clause:

a. loss of and/or damage to any luggage or personal possessions and money. The maximum amount we will have to pay you in respect of these claims is an amount equal to the applicable excess in your travel insurance policy in total because you are assumed to have adequate insurance in place to cover any losses of this kind.

b. Claims not falling under (a) above and which don't involve injury, illness or death. The maximum amount we will have to pay you in respect of these claims is twice the price paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you or your party has not received any benefit at all from your booking.

It is a condition of our acceptance of liability under this clause that you notify any claim to ourselves and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.

Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to ourselves or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.

Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you; or (b) any business losses.

We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised in our brochure. For example any excursion you book whilst away, or any service or facility which any other supplier agrees to provide for you. If you employ the services of any person while on holiday (e.g. a nanny), it is your responsibility to ensure that such person is suitable to provide such services and is adequately vetted.

## 17. Local activities, facilities and excursions

Some facilities, activities and excursions could involve an element of risk. These activities, facilities and excursions are neither run nor controlled by us. If you wish to participate, purchase or make use of any optional activities, facilities or excursions that are not part of your pre booked holiday, we regret that we cannot accept liability in relation to these. The contract for the provision of that activity, facility or excursion will be between you and that provider. Usually these locally paid for activities, facilities and excursions will be subject to local law and jurisdiction. The discretion to partake in any such activities, facilities, or excursions is entirely at your own risk. You are responsible for taking sensible precautions for your own safety and for the safety of any children or family members for whom you are responsible. Please liaise with the supplier of the facility, activity or excursion for the Terms and Conditions of your activity, facility or excursion which will govern your contract.

#### 18. If you have a complaint

If you have cause for complaint, this must be brought to our attention and/or relevant supplier immediately so that action can be taken at the time to rectify the problem. Should we be unable to resolve the matter, details of the complaint must be notified to us in writing within 28 days of the end of your booking . Failure to do so will affect ours and the applicable supplier's ability to investigate your complaint, and will affect your rights under this contract.

#### 19. Passports, visas and health requirements

You can be refused travel if you do not have a valid passport, visa and entry permit. Your passport and travel documents must be intact: you may not be able to travel if they are damaged or have been tampered with. Passport, visa and health requirements are subject to change and it is your responsibility to check the up-to-date position in good time before charter. We do not accept any responsibility if you cannot travel, or incur any other loss because you have not complied with any passport, visa, immigration requirements or health formalities.

#### 20. Use of information you give us and communicating with you

In order to process your booking and provide you with your confirmed holiday we will need to collect and process personal information. This may, for operational reasons, be held at overseas locations. We must pass on your personal information to the companies and organisations who need to know them so that your charter can be provided. We may from time to time record telephone calls. We do this for training purposes and to improve the overall quality of our service. Where you provide us with personal information, you consent to this information being used as described in this clause. We would like to send you information about products and services that we think will be of interest to you. We may do this by post, telephone, SMS or email. We are entitled to assume you do not object to our doing any of the things mentioned above unless you write to us at [info@thepinelli.com](mailto:info@thepinelli.com).