



## **BOOKING TERMS AND CONDITIONS**

The conditions set out below together with the relevant web site descriptions form the contract between you and everyone else named in the booking form, and Opera Tours Italy, Unit 3, Park Farm Courtyard, Easthorpe, Malton, YO17 6QX.

Bookings made with Opera Tours Italy are accepted only in accordance with the terms and conditions set out below:

### **1. Booking and Payments**

A provisional reservation may be made by telephone or email. We will hold your reservation for up to 7 days pending receipt of your deposit by cheque or electronic transfer. Deposits reflect our commitment to contracted performance tickets and hotel reservations. When making a booking you must complete the Booking Form accepting on your own behalf and on behalf of all your party (for whom you have authority to accept) the terms of these Booking Conditions and pay a deposit of £250 per person. A contract will exist when we issue our confirmation invoice. Your contract will consist of these Booking Conditions, the completed Booking Form and the contents of the relevant web pages. We will do our best to comply with any special requests indicated on your booking form but cannot guarantee that we will be able to do so.

The balance of your holiday price must be paid at least 8 weeks before your holiday commences, and may be paid by credit card, debit card or electronic transfer, otherwise we may cancel your holiday and levy the charges set out in paragraph 6 below. The person completing the booking form does so on behalf of the entire party and he or she is primarily responsible for all payments. A charge of 2.5% will be levied on all credit card payments.

### **2. Late Bookings**

If you book less than eight weeks before departure, we will do our best to accept your late booking, but please be warned that we usually have to release surplus accommodation back to hotels eight weeks before departure. It is not always possible to get back on the same basis what we have released. If we are able to accept your late booking, we will confirm it on the phone and ask you to send full payment with your booking form immediately. Cancellation by you after confirmation will incur the cancellation charges set out in paragraph 6 below.

### **3. Insurance**

It is a condition of booking that all travellers be covered by comprehensive travel insurance and do not travel against medical advice. You should organise insurance at the time of booking so as to be covered in case of the ill health of yourself, a close relative or your travelling companion. Please provide details of your cover and policy on the booking form at the time of booking.

### **4. Financial Security and Consumer Protection**

Opera Tours Italy is a company committed to customer satisfaction and consumer financial protection. We are therefore pleased to announce that, at no extra cost to you, and in accordance with "The Package Travel, Package Tours Regulations 1992" all passengers booking with Opera Tours Italy are fully insured for the initial deposit, and subsequently the balance of monies paid as detailed in your booking confirmation form. The policy will also include repatriation if required, arising from the cancellation or curtailment of your travel arrangements due to the insolvency of Opera Tours Italy. This insurance has been arranged by Towergate Chapman Stevens through Zurich Insurance PLC.

In the unlikely event of Insolvency you must inform Towergate Chapman Stevens immediately on +44 (0) 1932 334140 or by email at [tcs@towergate.co.uk](mailto:tcs@towergate.co.uk). Please ensure you retain the booking confirmation form as evidence of cover and value.

Policy exclusions: This policy will not cover any monies paid for Travel Insurance or any claim relating to Air Flights. Please ensure the Company you have booked with has the appropriate CAA / ATOL Bonds in place.

## 5. What is included in the price

We reserve the right to alter the prices of any of the holidays shown on the website. The current price of the holiday will be notified to you before your contract is confirmed.

All Opera Tours Italy tours are inclusive of the following:

- Hotel accommodation at the hotels shown on the relevant web page (or similar grade) in double or twin bedded rooms with private bathroom or shower and W.C. A limited number of single rooms are available at no supplement, and a limited number of suites are available at an extra cost.
- Hotel service charges and local taxes.
- Performance tickets as indicated.
- Sightseeing tour programme as detailed in each itinerary including admission charges and guide services.
- The services of an Opera Tours Italy Tour Manager and Music Director.
- NB: If you have any special requests relating to diet, accommodation, medical issues etc, these must be made known at the time of booking. We will do our best to meet them but cannot guarantee to do so.

## 6. Cancellation by you

Cancellations must be notified to us by telephone and in writing. The following cancellation charges apply, the days in question being calculated from the date on which we receive your written cancellation:-

Days before departure when written cancellation received	Cancellation Charge
More than 56 days	Deposit plus performance tickets
42-56 days (inclusive)	40% of the holiday cost
41-31 days (inclusive)	75% of the holiday cost
30 days or less	100% of the holiday cost

Holiday cancellation insurance is available from your travel agent, or insurance broker. We strongly recommend that you take out adequate holiday cancellation insurance.

## **7. Cancellation by us**

We reserve the right in any circumstances to cancel your holiday. For example, if you do not pay the balance of your trip when it becomes due, or if the minimum number of people required for a particular travel arrangement is not reached, we reserve the right to cancel the tour up to 56 days in advance. In this case we offer the choice of an alternative tour of comparable standard, if available (we will refund any price difference if the alternative is of a lower value), or a full refund of all moneys paid. In other circumstances we will not cancel your holiday less than 56 days before the scheduled departure date except for reasons of 'Force Majeure'. 'Force Majeure' means any unusual or unforeseeable circumstances beyond our control, including but not limited to, war, riot, industrial dispute, terrorist activity and its consequences, natural or nuclear disaster, fire, adverse weather conditions.

If it is necessary to cancel your holiday (except for reasons of 'Force Majeure') or make a significant change after the date when payment of the balance becomes due, we will in addition pay you compensation as follows: (figures shown are per person)

56 – 42 days £10.00  
41 – 25 days £20.00  
24 – 16 days £30.00  
15 – 1 day £40.00

Please note compensation is not payable in the case of minor changes. The compensation offered does not exclude you from claiming more if you are entitled to do so.

## **8. Changes by you**

If you wish to make any changes to your holiday arrangements, we will do our best to accommodate you. Any change is subject to availability and also to payment of an administration fee of £40 per person and any associated costs of the change imposed by our suppliers. If you are unavoidably prevented from taking your holiday you may, provided that this is not less than 42 days before departure, find another person to take your place. This right of transfer is subject to a fee of £40 per person. You, as transferor of the holiday, and the transferee shall be jointly and separately liable to Opera Tours Italy for the payment of the balance due, together with all additional charges of whatever sort imposed by the suppliers providing the component parts of your holiday.

## **9 Changes by us**

If we have to alter your itinerary or holiday arrangements, any change will be either major or minor. Although it is unlikely that we will have to make any changes, we do plan the arrangements many months in advance and as a result we may have to make changes and we reserve the right to do so. Where a change is a minor change, we will, if practical, advise you before departure, but we are not obliged to do so or to pay you compensation. A minor change is any change apart from a major change as defined here. When a change is a major change (and a major change is either a change in standard of accommodation, or a significant change to the performance schedule), we will advise you as soon as is reasonably possible. You will then have the choice of accepting the change, taking an alternative holiday (and where this is of a different price, you or we will refund the difference as appropriate), or withdrawing from the contract and accepting a full refund of all monies paid. In addition, in appropriate cases, we will pay compensation commensurate with the inconvenience suffered (on the assumption that the full balance has been paid).

In the unlikely event that we become unable to provide a significant proportion of your trip after you depart, we will make alternative arrangements for you to continue the trip at no extra charge, or, if this is impossible, or you do not accept these alternative arrangements for a good reason, we will provide you with transport back to your point of departure. In addition, if appropriate, we will pay you compensation of an amount which is reasonable taking into account all the

circumstances. Compensation will not be considered appropriate, for example, in cases where a major change has to be made as a result of 'Force Majeure'.

#### **10. Your Responsibilities to us**

You must make sure that you have a valid passport and, if appropriate, a visa for your holiday. If your holiday arrangements include a hire car, you must make sure you take a valid EC or International, as appropriate, driving licence with you. We cannot be held liable if you do not. If we incur any expense in helping you because you do not have with you a valid passport/visa or driving licence, you will have to reimburse us. Similarly you should also check and ensure that you comply with any health requirements applicable to the place to which you are travelling.

#### **11. Our Liabilities to you**

We accept responsibility for ensuring that all parts of the tour are supplied as described and that all services reach a reasonable standard.

However, we shall not be liable for the failure or improper performance of these services where such failure or improper performance is attributable to the fault of the client, or the unforeseeable or unavoidable actions of an unconnected third party or to unusual and unforeseeable circumstances beyond our or our supplier's control.

#### **12. Age and fitness**

Whilst we have a minimum age limit for our tours of 18 years, we do not have an upper age limit, but all tours require a certain degree of physical fitness. All our tours involve some standing and walking, often across uneven ground, over cobbled streets, or up steps.

Participants should be able to walk or stand for at least thirty minutes without aid or requiring a rest. If you are in any doubt as to whether a particular tour is suitable for you, please ring us to check before placing your booking.

#### **13. Non-appearance and changes to performance itinerary**

Opera goers will appreciate that performances and casts can be changed without notice. Fortunately, this is a rare occurrence but nevertheless disappointing. Every effort is made to obtain and pass on to you up to date information regarding performances and castings. This information is based upon details supplied to us by theatres, venues and other sources and we cannot guarantee its accuracy or that there will not be further changes to the programme. The non-appearance of an artist, cancellation of event or other changes are entirely outside our control or even the control of those organising the event. We will always do our utmost to find a suitable alternative in such a case and wherever refunds from an event organiser are received we will pass this on to you.

Torre del Lago and other specific outside events – In the event of adverse weather conditions a full refund of the face value of the performance ticket will be made only if the performance fails to start. If abandonment occurs after the start, conditions of the ticket purchased prevent any refund. 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 dates or a suitable alternative which will be notified to you.

#### **14. Web Site Accuracy**

We endeavour to ensure that our web site is correct and accurate. However, the accommodation, services and facilities described in the web site are generally outside our control and, therefore, we reserve the right to change any of the accommodation, services, facilities or prices described in this web site at any time before accepting your booking.

## **15 Privacy Policy**

Except where expressly permitted by the Data Protection Act, we will only deal with the personal details you give us in respect of your holiday arrangements, unless you agree otherwise. For example, if we wish to use any of your personal details for marketing purposes, we will tell you this when we ask for your details and give you the opportunity to say no if you do not wish us to do so. If you make special requests, which include, but are not limited to special dietary, religious or disability-related requirements which constitute sensitive information, the relevant data will be passed to the relevant suppliers and carriers to enable provision of the services requested by you.