



Tuscany in the Frame

Villa Nobile, CS. Farneta 23,

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Tour reservation and booking

Before a booking can be accepted we must receive a completed booking form. On receipt of the necessary documentation we will advise you that your booking has been accepted and confirm your place on the tour and ask you to pay the relevant deposit (usually 30% of the total tour price) within 7 days using the method you indicated on your booking form. Your receipt for the payment will be issued on clearance of the funds in our account usually by email.

The final balance of your tour must be paid at least 75 days before departure date. If the balance is not paid in time we reserve the right to cancel your tour, retain your deposit, and apply cancellation charges as set out below. We sometimes split the payment into three: one, as a deposit, two, as payment to the Hotel, & final balance to Raffaele Nobile.

When a booking is made within 75 days of departure the full amount of the tour must be paid at the time of booking.

Your tour contract:

When you make a booking you guarantee that you have the authority to accept and do accept on behalf of yourself and your party the terms of these booking conditions. A contract will exist as soon as we issue our confirmation email. This contract is made on the terms of these booking conditions, which are governed by Italian Law, and the jurisdiction of the Italian Courts.

Your tour price

We reserve the right to alter the prices of any of the tours shown on our website. You will be advised of the current price of the tour that you wish to book before your contract is confirmed. Once we have confirmed a reservation in writing, the quoted price to the customer is guaranteed for that booking.

If you change your booking

If, after our confirmation invoice has been issued and up to 76 days prior to the start of a tour, you wish to change your travel arrangements in any way, for example your chosen departure date, we will do our utmost to accommodate 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. You will be asked to pay an administration charge of €120/£100 and any further cost we incur in making this **alteration**.

If you cancel your tour

You, or any member of your party, may cancel your travel arrangements at any time. Written notification from the person who made the booking must be received at our offices. Since we incur costs in cancelling your travel arrangements, you will have to pay cancellation charges as follows:

NUMBER OF DAYS PRIOR TO TOUR START CANCELLATION FEE PER PERSON

More than 75 days: 25% of tour price

Less than 75 days but more than 30 days: 50% of tour price

Less than 30 days: no refund

Note: If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges.

If We Change or Cancel Your Tour

As we plan our tour arrangements many months in advance we may occasionally have to make changes or cancel your booking and we reserve the right to do so at any time.

– Changes

If we make a major change to your tour, 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 if available (we will refund any price difference if the alternative is of a lower value), or cancelling your tour and receiving a full refund of all monies paid. Examples of minor changes include change of accommodation to another of the same or higher standard, changes of itinerary (for example, due to closure of a museum or road or adverse weather conditions).

– Cancellation

We will not cancel your travel arrangements less than 75 days before your departure date, except for unavoidable circumstances or failure by you to pay the final balance. We also reserve the right to cancel a booking or a tour if we consider it necessary, or if a minimum of 6 clients is not reached by 75 days before date of commencement of trip, or at any time and for any reason, although obviously we will endeavour not to do so. If we cancel a tour you will receive prompt and full refund of all money paid to Tuscany in the Frame for the tour.

If you have a complaint

If you have a problem during your tour, your first point of contact is the organizer and the owner of Villa Nobile, Raffaele Nobile who will immediately 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 Base: Villa Nobile, CS Farneta 23, Cortona 52044, giving your booking relevant information. Please keep your letter concise and to the point. It is strongly recommended that you communicate any complaint to the supplier of the services as well as to our tour manager. 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 the tour and this may affect your rights under this contract.

Our Responsibility during the program:

We will make our best effort to make every program offered successful and pleasurable. 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 responsibility for any issues of the program and material related issues shall be limited to a maximum of the cost of your travel arrangements.

Passport, Visa and Immigration Requirements:

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. We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements.

Excursions

For any excursion or other tour that you book while you are participating in our program, your contract will be with the operator of the excursion or tour and not with us. We are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator.

Getting to the tour start and departure

You are responsible for your own transport for arriving at the advertised tour departure point.

Tuscany in the Frame will also undertake to drop you at the agreed departure point on the day of departure. In the case of clients extending their holidays you will be responsible for your own transport to the airport.

Payment methods

We accept payment by bank/money transfer, debit card, credit card or PayPal. Please indicate your preferred method of payment on the booking form.

Code of conduct

When you sign up for one of our tours, you accept responsibility for the proper conduct of all members of your party and agree to abide by the decision of your guide. If you commit a crime or behave in such a way as to endanger the safety and welfare of the party, our guides have the right to ask you to leave the tour immediately and there will be no refund payable. On unescorted excursions, we rely on you to act sensibly and prudently at all times and to comply with local codes of conduct. You will indemnify us of all losses and/or damages arising from any act of misconduct on your part or anyone in your party.

Travel Insurance:

It is a requirement of booking with Tuscany in the Frame that you have adequate personal travel insurance to cover the eventualities of your trip. We highly recommend that all persons travelling abroad to Italy or any other country should take out Travel Insurance for all eventualities such as Illness, theft, Injuries etc. In the event of any dispute all cases will be dealt with in Italy by Italian law.

You are strongly advised to insure yourself against possible risks that may occur and in particular to ensure that you have sufficient pre-departure cancellation cover which includes dependent relatives upon whom your trip may depend. You should make sure your insurance includes escorted/led travel, as this is specific to the type of tour we offer. You are required to carry proof of insurance with you and present it if requested by the manager or employee of the Tuscany in the Frame.

You are responsible for ensuring that you are in possession of valid travel insurance for the entire duration of your trip in respect of medical expenses, medical emergency repatriation (including helicopter and air ambulance) and death. You must ensure that there are no exclusion clauses, which limit cover for the type of activities included in your tour, as we will not be responsible for costs you may incur as a result of not having valid or adequate travel insurance. It is the responsibility of all our clients to declare any material facts including known medical conditions to their insurers, as failure to do so may result in a claim being reduced or declined.

Health & Fitness for travel

It is your responsibility to tell us before you book of any disability or medical condition which may affect your tour arrangements and any resulting special needs. All such information must be confirmed in writing before or at the time of booking. A reasonable level of fitness is required for our tours and excursions as some walking and hiking can be involved. If you are in any doubt about the suitability of any of our tours please just ask.

Our tours are "activity" tours and clients are expected to satisfy themselves prior to booking that they are fit and able to complete the itinerary of their chosen tour as described in the brochure. If it transpires that you are not adequately fit, or affected by any condition, medical or otherwise, that might affect your or other people's enjoyment of the tour, you may be asked to opt out of certain visits, or invited to leave the tour altogether. This would be at your own expense.

Personal Injury

We will not make any payment and do not take any responsibility if your injury, illness or death caused by an event or circumstances in which the person who caused it could not have predicted or avoided even if they had taken all necessary and due care. We will not make any payment if your illness, injury or death which is caused under any circumstances during the program.

Photography & promotional material

We may use photographs or videos of our tours to create promotional material. We retain the right for any likeness or image of you taken on one of our tours may be used by Tuscany in the Frame without charge in all media (whether now existing or in the future invented) for bona fide promotional or marketing purposes, including without limitation promotional materials of any kind such as brochures, slides, video shows or the internet. If you do not wish to consent to us using your image in such a way, it is your obligation to communicate this to us in writing.

Data Protection

In order to process your booking and to ensure that your travel arrangements run smoothly and meet your requirements we need to use the information you provide such as name, address, any special needs/dietary requirements etc.

We take full responsibility for ensuring that proper security measures are in place to protect your information. We must pass the information on to the relevant suppliers of your travel arrangements such as hotels, transport companies etc. The information may also be provided to security or credit checking companies, public authorities such as customs/immigration if required by them, or as required by law.

Cancellation by us

In the very unlikely event of us having to cancel a departure, you will be entitled to a full refund. Should circumstances beyond our control (site closures, road closures etc) prevent us delivering the full-published itinerary, Tuscany in the Frame will undertake to provide an alternative to the same value.

Travelling

It is your responsibility to be at the designated Pick up & Departure point on time. Tuscany in the frame cannot be held responsible for tours missed due to late arrival.

During the tour, we ask that you behave appropriately at all times showing courtesy and respect to your fellow travellers, driver and Tour Leader. Failure to do so may result in you being asked to leave the tour. In such a case, we will not be liable for any refund, compensation or any additional cost incurred by you.

Tuscany in the frame will endeavour to return by the scheduled tour end time, but in the event of excessive traffic cannot be held responsible for eventual missed connections.

Smoking is not permitted on the bus.

Please sign the following Release and Waiver or Liability and the Assumption of the Risk form.

Release and Waiver of Liability

I do release and will discharge and hold harmless Tuscany in the Frame and related individuals (employees, instructors and other contracted people) from all liability, claims and demands of whatever kind which may arise from the program sponsored by Tuscany in the Frame.

I understand that this Release discharges Tuscany in the frame, its employees, instructors and other contracted people from any liability or claim that I may have against the Tuscany in the Frame in terms of bodily injury, illness, death, disability, any damages that may result from participating any program of the Tuscany in the Frame.

Assumption of the Risk

I hereby acknowledge there are unseen potential manmade or natural hazards involved in Participation such as transportation, natural land, architecture, and health related hazards.

I hereby assume the risk of injury, or harm from all hazards, and releases Tuscany in the Frame and any other related individuals (manager, employees and instructors) from all liability for injury, illness, and death during the participation in any program offered by the Tuscany in the Frame.

Others:

I understand that the Provision of the venue and law should be under the Italian jurisdiction.

I have read and agree to all issues stated above in the contract above and the sections of the Release and Waiver of Liability and the assumption of the Risk.

This release and waiver of Liability is executed on (date, month and year) _____, B

by (participant's name in print) _____ in favour or the Tuscany in the Frame, its manager, contractors, instructors and any third parties involved in the program in Italy.

Signature or the participant: _____

