

TERMS AND CONDITIONS – TOURS

All customers of Tourist Center Lucca s.r.l. are required to have read and understood underneath Terms and Conditions prior to booking any tours/holiday. **Payment of a deposit certifies customer agreement** with these Terms and Conditions.

Tourist Center Lucca s.r.l. organizes tours and manage all related services.

All information that appears on the website, and any information that may appear in any leaflets or other publicity material, should be considered provisional, and subject to availability and confirmation of pricing of hospitality and other external operators. The period of validity of the package tours offered by Tourist Center Lucca is specified in the company's web site www.touristcenterlucca.com or published in the booklet (on paper or electronic) or outside catalogue or told to the customer applying to Tourist Center Lucca by e-mail, telephone call, fax or other ways.

The **booking** is perfected only when Tourist Center Lucca will send the customer the relevant written confirmation, also by e-mail. The booking is finally confirmed when Tourist Center Lucca receives the payment from the customer.

In case in the tourist package offered by Tourist Center Lucca there is a minimum number of participants, Tourist Center Lucca reserves the right not to effect the journey in case the written minimum number of participants is not achieved. In the case that the minimum number of participants has not been confirmed by Tourist Center Lucca 30 days prior to arrival, the client will be offered 3 options:

- Pay an additional fee that will be determined on the basis of the characteristics of the package. If this option is chosen and additional participants make a reservation prior to the tour departure such that the minimum number of participants is fulfilled, the additional fee shall no longer be applicable.
- Change the booking to a different tour, if available, with the tour price adjusted to that of the new booking and any balance payment made by the relevant party.
- Cancel the booking with all funds transferred up until that point to be reimbursed.

The **payment** is requested at the moment of the booking as guarantee for the reservation and to cover any withdrawing sum. The payment is due:

- at the end of the booking process if you are filling the booking form in www.touristcenterlucca.com website
 - after Tourist Center Lucca confirmation's email using online invoices, if you are exchanging e-mails with Tourist Center Lucca staff.
- In any case customers can pay by paypal account, credit card, debit card, bank transfer.

The customer can **withdraw** from the contract, **without paying fines**, in the following case:

- For any reasons until 72 hours prior the start of the tour.
- Meaningful modification of one or more elements of the contract, which can objectively be defined fundamental for the fruition of the tourist package taken as a whole, and proposed by Tourist Center Lucca after the subscription of the contract itself, but before the departure, not accepted by the customer. In the above-mentioned cases, the customer has, alternatively, the right to: 1) Take advantage of an alternative tourist package, without extra price or with the

restitution of the overcharge, in case the second tourist package had a value lower than the first one. 2) Get the restitution of the total amount paid. Such restitution must take place within 10 working days from the moment of the receipt of the repayment request.

The customer will submit his decision (to accept the modification or to recede) within 3 working days from the moment in which he received the modification or the increase notice. In case explicit notice of submission should be missing within the above-mentioned term, the proposal formulated by the organizer is accepted.

The customer, who should withdraw from the contract before the departure, will have to pay, as a **withdrawing sum**, the following amounts:

50 percent from 72 hours before the beginning of the tour;

100 percent from 24 hours before the beginning of the tour;

The same sums must be paid by those who should not make the journey owing to lack or irregularity of the personal documents which are necessary for going abroad. The traveller who should decide to break his journey or stay or tour, which has already begun, has no right to any restitution.

Participants must be present at the agreed excursion meeting point 10 minutes before departure. No refund will be provided to the individuals that are not present at the agreed meeting time (no show)

In the case of **adverse weather conditions** or extraordinary events Tourist Center Lucca withholds the right to use its own discretion when evaluating the appropriateness of excursions. In the case that the tour does not take place by decision of Tourist Center Lucca, no fee is applicable to the customer.

Participants of the excursion affirm that they are entirely responsible for their own actions, and that any claim for damages to the company Tourist Center Lucca are waived. In particular, clients declare that:

they are of good health;

they know the Italian Rules.

Participants in the excursion are required to practice common sense, prudence and diligence, particularly in relation to the equipment provided by the company during the excursion, of which the participants agree to use at their own risk. Participants have the right to take out and purchase personal insurance to cover potential damages to their person, third parties or equipment.

The organization does not assume responsibility for loss of baggage, money, valuables or other items during the trip.

Participants will be held responsible for any damage to the equipment provided to them by the company Tourist Center Lucca s.r.l. Participants are liable for all damages that the Tourist Center Lucca may endure due to the failure to comply with the above mentioned obligations.