

The following are terms under which Italia Dolce Vita offers small group escorted Tours. By registering and paying your deposit for a Tour you agree to the Terms & Conditions stated below. Please read these terms carefully before making a deposit or payment for a Tour. These terms may be supplemented by additional terms and conditions specific to your Tour ("Supplemental Terms"). In the event of a conflict between this agreement and the supplemental terms, the Supplemental Terms shall apply.

## ITALIA DOLCE VITA SMALL GROUP ESCORTED TOURS TERMS & CONDITIONS

THIS AGREEMENT sets forth the terms under which **Wriston Consulting, Inc. dba Italia Dolce Vita** (hereinafter called **Italia Dolce Vita**), Florida registered Seller of Travel ST37794 agrees to provide **Traveler** (hereinafter called Traveler) with the services and accommodations for the escorted group Tour (hereinafter Tour).

**PRICING AND INCLUSIONS:** Quoted Tour price is per person in double occupancy, except where indicated. Price includes programming, planning, handling and operational charges, and is based on rates of exchange, tariffs and taxes in effect at the time of publication. All prices are subject to increase up to the receipt of final payment due to any increase in our costs, such as, but not limited to: increases in air, land or sea fares, fuel cost, and currency fluctuations. All increases affecting taxes, fuel surcharges, security charges and any other taxes or charges imposed by airlines, airports, cruise lines, governments, etc. are not included in price. After final payment the only price increases can be for newly imposed governmental taxes. Gratuities not specifically mentioned are excluded.

**SINGLE TRAVELER:** Tour price is based on double occupancy. Single Traveler will be expected to pay the single supplement fee.

**ERRORS**: In case of printing, typographical error, computer error, verbal or human billing error, we reserve the right to invoice or re-invoice Travelers with corrected billing.

**EXCLUSIONS:** Quoted Tour prices exclude: trip insurance; airfare; transportation between Tours and to and from the Tour starting point (unless otherwise noted); costs associated with obtaining passports or entry visas; airport departure taxes (unless otherwise noted); excess baggage charges; gratuities to the Tour directors, drivers and guides; meals other than those specified; sightseeing not included in the Tour; and personal expenses such as laundry, communication charges and optional activities, and requested room upgrades (which are subject to availability).

**RESERVATIONS AND PAYMENTS:** Tour deposit amount is on the registration form for each Tour. Tour deposit is required to confirm booking and is **non-refundable**. Upon receipt of the deposit, Italia Dolce Vita will send confirmation of booking. Final payment date will be listed on the confirmation. If reservation is made less than one forty-five (45) days prior to Tour commencement, payment must be made in full to secure confirmation. Should payment not be received in full by the due date, Traveler booking will be cancelled, and all deposits forfeited.

**TRAVEL INSURANCE:** Italia Dolce Vita strongly recommends purchase of comprehensive trip/travel insurance immediately after buying air travel ticket and/or making any deposits. Trip cancellation insurance is available for coverage of expenses in conjunction with cancellation for unforeseen circumstances such as Trip Cancellation/Interruption, Emergencies, Injuries, Illness, Death, Accidents, Loss, Delay, Damage or Theft of Luggage and/or Personal Belongings. In the event Traveler must cancel participation in the travel program, trip cancellation insurance maybe the only source of reimbursement. Please inquire with Italia Dolce Vita on purchasing comprehensive Travel Insurance. Should Traveler decide not to purchase trip cancellation/travel insurance, Traveler must sign and send **Travel Insurance Waiver Form** prior to Tour commencement. Please download the **Travel Insurance Waiver Form** here.

**CANCELLATION POLICY & FEES.** To cancel Tour participation, Traveler must complete and sign the Italia Dolce Vita Cancellation Request Form and send it via registered mail or by email with Cancellation Request Form attached. Cancellations are processed within 5 business days and will be effective on the date of acknowledgement and confirmation by Italia Dolce Vita. Please download the <u>Cancellation Request Form</u> here.

## **Cancellation penalties**

- Forty-six (46) days or more prior to Tour commencement date, Italia Dolce Vita will refund one hundred percent (100%) of Tour price and any trip deposis
- Less than forty-five (45) days prior to Tour commencement, Italia Dolce Vita will retain one hundred percent (100%) of total Tour price.

Please note refunds are calculated based on the date Italia Dolce Vita acknowledges and confirms Traveler Cancellation Request and Tour start date.

In most cases, payments by wire transfer, cash, money order, personal check, or cashier's check will be refunded via check. Payments made by credit card or PayPal will be credited and may take up to two weeks to process. Any associated fees will be deducted from the overall refund amount.

**TRIP CHANGES BY ITALIA DOLCE VITA:** Italia Dolce Vita reserves the right to change the scheduled Tour itinerary or trip features at any time and for any reason, with or without notice, and/or to substitute hotels, features or activities with similar category and value to those listed in the program. Italia Dolce Vita shall not be liable for any such changes. Every effort will be made to operate Tour as planned, but changes may occur after the final itinerary has been issued. No refund will be given for any unused Tour features, due to but not limited to customer choice, operational reasons, bad weather, or any other circumstance.

**TOUR CANCELLATION BY ITALIA DOLCE VITA**. From time-to-time a Tour departure may be cancelled for lack of participation or other operational reasons. In such a case, Italia Dolce Vita's sole responsibility is to provide a complete refund of monies received, without any other liability whatsoever including any additional costs or fees related to cancellation of airline tickets or other travel reservations. Italia Dolce Vita reserves the right to cancel any Tour due to inadequate enrollment that makes the trip economically infeasible to operate or because of concerns with respect to the safety, health or welfare of Travelers or staff. If Italia Dolce Vita cancels a Tour, liability is limited to full refund of Traveler's payments and Italia Dolce Vita will not be liable for any other costs, damages, or refunds of any kind for any loss, delay, inconvenience, disappointment or expense whatsoever. If a Tour in progress must be interrupted or canceled, Italia Dolce Vita's liability shall be strictly limited to the refund of any recoverable cost of any unused portion of the Tour.

**LUGGAGE**. Each Traveler is limited to one large suitcase and one small carry on. Weight restrictions apply. Costs related to transfer, transportation and handling of excess baggage will be assessed and must be paid on the spot. Baggage and personal effects are at owner's risk throughout the travel program. Italia Dolce Vita will not be liable for loss, damage or delay to baggage in transit to and from departure point or while on Tour. Italia Dolce Vita and its staff may assist in delayed baggage recovery but are not responsible for costs related to baggage delivery. Italia Dolce Vita highly recommend purchasing supplemental travel insurance package.

**NAMES MUST MATCH PASSPORT:** Traveler name given at booking must match the name on Traveler passport and any ticketing. Any variation will require re-ticketing and any additional costs related to issuance of new ticket(s).

**FEES FOR AIR-TICKET NAME CHANGES/REVISIONS/CANCELLATIONS**: Name changes or corrections before ticketing will incur a \$50 fee per passenger, and are subject to fare, and or flight schedule changes. Once tickets are issued, a minimum \$300 revision/cancellation fee will apply to each ticket, plus fare, and or flight changes if applicable. <u>This</u> charge is not covered by insurance and subject to change.

**FEES FOR TRAIN TICKETS REVISIONS/CANCELLATIONS:** Train tickets are non-changeable and non-refundable once issued. Any change to a train date, schedule or route will require purchase of a completely new ticket.

**PASSPORT & VISAS:** Traveler is the solely responsible for complying with passport and visa requirements. For U.S. Travelers, international travel requires a passport valid six (6) months beyond intended return travel date. In many cases, Traveler will also need to have multiple consecutive blank visa pages within his/her passport (the number varies depending on the destination(s)). Many destinations also require that visas be obtained prior to travel. It is recommended that you check with the U.S. Department of State website for the latest passport and visa requirements. For non-US citizens, check with the consulate of the country for entry requirements. The name given on the Italia Dolce Vita booking form must match the passport name of the Traveler. Any name variations may require re-ticketing/re-booking at Traveler's expense.

**FINAL DOCUMENTS:** Final Tour itinerary, joining instructions, hotel lists, reading list, clothing suggestions and other pertinent information will be sent 45 days prior to Tour commencement. Any changes will be notified immediately. **OTHER TAXES AND FEES:** Some governments charge departure taxes and/or fees. These fees are the responsibility of each passenger traveling to the designated country and are not included in the Tour price.

**GUESTS NEEDING SPECIAL ASSISTANCE**. Italia Dolce Vita is not able to provide individual assistance to a Traveler for walking, dining, getting on and off motor coaches, and other transportation vehicles or other personal needs. Travelers needing such assistance must be accompanied by a qualified companion.

**PHOTOGRAPHY**. Italia Dolce Vita reserves the right to take photographs and video during the operation of any program for promotional purposes and use. Traveler agrees to allow his/her images to be used. Traveler who prefers their images not be used are required to inform Italia Dolce Vita in writing at the start of the Tour.

**CONDUCT DURING THE TOUR:** Traveler is responsible for respecting the directions of the Tour guide/director and the laws of the countries of the Tour. Italia Dolce Vita may, at own discretion, exclude Traveler from participating in all or any part of the Tour if Traveler's condition and/or behavior is are deemed unfit for the Tour, or unfit for continuation once the Tour has begun. Unfitness may include, without limitation, any behavior, regardless its cause, considered inappropriate or offensive or interferes with the delivery of Tour services or may constitute a hazard, or embarrassment. In such case, Italia Dolce Vita shall not provide refund. Traveler agrees to indemnify and hold harmless Italia Dolce Vita from and against any costs, damages, losses or liabilities arising from actions or omissions of any traveling companion(s). Should Traveler decide for any reason not to participate in certain parts of the Tour or use certain goods/services included in the Tour, no refunds will be made for those unused parts of the Tour, nor goods or services.

ASSUMPTION OF RISKS AND RELEASE: There are certain inherent risks in travel. These include, but are not limited to, hiking, walking, climbing, illness, sickness, and inaccessibility to immediate medical attention. Traveler assumes all such risks with regards to these possibilities and Italia Dolce Vita shall not be held responsible for medical problems or for any medical costs of the Traveler. All medical costs are the Traveler's responsibility. Travelers who must interrupt the Tour after it commences shall not receive refund for unused services. Traveler hereby expressly assumes all risks and dangers and agrees to forever release, discharge, or hold Italia Dolce Vita and its agents, employees, officers and directors, harmless against any and all liability, actions, causes of actions, suits, claims and demands of any nature arising in connection with Tour participation.

**TRAVEL ADVISORIES/WARNINGS:** It is the responsibility of the Traveler to become informed about the most current travel advisories and warnings by referring to the U. S. State Department's travel website at www.travel.state.gov/ or by phone at 1-888-407-4747. In the event of an active State Department Travel Warning against travel to the specific destination location(s) of the trip Traveler should still choose to travel, notwithstanding any travel advisory or warning, the Traveler assumes all risk of personal injury, death or property damage that may arise out of the events like those advised or warned against.

**LIMITS ON RESPONSIBILITY.** Italia Dolce Vita, its employees, shareholders, officers, directors, successors, agents and assigns, does not own or <u>operate any entity providing goods</u> or services for the Tour. Italia Dolce Vita purchases transportation (by aircraft, coach, train, vessel or otherwise), hotel and other lodging accommodations, restaurant, ground handling and other services from various independent suppliers. All such persons and entities are independent contractors, and Italia Dolce Vita is not liable for any negligent or willful act of any such person or entity or any third person.

Italia Dolce Vita acts solely as agents for the Traveler with respect to all transportation, hotel, and any other Tour arrangements. In that capacity, Italia Dolce Vita exercises all reasonable care possible to ensure the Traveler's safety and satisfaction, but, Italia Dolce Vita neither assumes nor bears any responsibility or liability for any injury, death, damage, loss, accident, delay, or irregularity arising in connection with the services of any airplane, train, ship, automobile, motor coach, carriage, or other conveyance, or the actions of any party involved in carrying the Traveler or in affecting the Tour.

Italia Dolce Vita is not responsible for damages, additional expenses, or any other losses due to cancellation, delay or other changes in air or other services, sickness, weather, strike, war, civil disturbances, acts or threats of terrorism, travel warnings or bans, termination or suspension of war risks or other carrier insurance, quarantine, acts of God, or other causes beyond Italia Dolce Vita's control. All such losses must be borne by the Traveler, and Tour rates provide for arrangements only for the time stated of the Tour. Italia Dolce Vita is not responsible for delays, changes or cancellation costs due to incorrect, incomplete or expired Traveler documents.

In addition and without limitation, Italia Dolce Vita is not responsible for any injury, loss, death, or inconvenience to personal property in connection with the provision of any goods or services whether resulting from but not limited to acts of God or force majeure, illness, disease, acts of war, civil unrest, insurrection or revolt, animals, strikes, or other labor activities, criminal or terrorist activities of any kind, overbooking, or downgrading of services, food

poisoning, mechanical or other failure of aircraft or other means of transportation or for failure of any transportation, mechanism to arrive or depart on time.

**TRAVELERS REPRESENTATIONS:** The Traveler represents that neither he nor she nor anyone traveling with him or her has any physical or other condition or disability that could create a hazard to himself or herself or other members of the Tour. Italia Dolce Vita reserves the right to decline to accept anyone on a trip. Italia Dolce Vita reserves the right to remove from the trip, at his or her sole expense, anyone whose condition is such that he or she could create a hazard to himself or others, or otherwise impact the enjoyment of other passengers on the trip.

Arbitration Agreement: Traveler agrees to present any claims against Italia Dolce Vita within thirty (30) days after the Tour ends and to file any suit within one (1) year of the incident, and acknowledges that this expressly limits the applicable statute of limitations to one (1) year. Any controversy or claim arising out of or relating in any way to these Terms and Conditions, to the Responsibility Clause, to the Tour description, brochure, or any information relating in any way to the trip, or to the trip itself, shall be settled solely and exclusively by binding arbitration in Sarasota, Florida, USA, in accordance with the rules of the Arbitration Association then existent.

By completing and signing the Reservation Form and forwarding the deposit, Traveler certifies acceptance of all the above Terms and Conditions not to be amended unless by written statement signed by an authorized agent of Wriston Consulting, Inc. dba Italia Dolce Vita.

I hereby agree and accept all Terms & Conditions for Small Group Escorted Tours.

Print Name	-
Signature:	Date:

Italia Dolce Vita 2532 Constitution Blvd Sarasota, FL 34231 Seller of Travel 37794