

Hidden Italy - booking

Hidden Italy accepts bookings subject to the following conditions:

1. Your Contract with the Hidden Italy

To secure a booking we require a completed and signed booking form plus a non-refundable deposit per person per tour or full payment if travel is due to commence within 60 days. This payment is deemed to be confirmation that the Client has read and accepts the Booking Conditions. A booking is accepted and becomes definite only from the date when the Hidden Italy has confirmed acceptance by issuing a Booking Confirmation. It is at this point that a contract between the Hidden Italy and the Client comes into existence. The Hidden Italy reserves the right to decline any booking at their discretion.

The contract is between the Hidden Italy and the Client, being all persons named on the booking as travelling or intending to travel with the Hidden Italy. The person making the booking (which is subject to these terms) warrants that he/she has full authority to do so on behalf of all persons named, and confirms that all such persons are fully aware of and accept these conditions.

The contract, including all matters arising from it, is subject to Australian law and the exclusive jurisdiction of the Australian Courts. No employee of the Hidden Italy other than a director has the authority to vary or omit any of these terms or promise any discount or refund.

2. Tour Prices

Prices may be subject to change in the event of significant currency fluctuations or the introduction of new taxes, up until final payment is received. Prices are made in Australian dollars (AUD). Payments in other currencies will be calculated according to the exchange rate at the time of the payment.

Occasionally, Hidden Italy makes an honest mistake in our advertised tour prices, inclusions and booking conditions. Hidden Italy reserves the right to correct such errors and will advise clients at the time of booking or as soon as reasonably possible.

In the event of a price increase, whether because of a currency fluctuation, increase in taxes or a correction in advertised prices, Hidden Italy will advise you and you will have the option of accepting the amended prices, inclusions and booking conditions or withdrawing from the tour and receiving a full refund of all monies paid.

Once final payment is received, all prices (excluding air taxes) will be guaranteed and no surcharges will apply.

3. Payment

Your final payment is due 60 days before the first day of the tour. Failure to make your final payment by the due date may result in cancellation of your booking and loss of deposit.

The Hidden Italy reserves the right to charge a late payment fee in the event of late booking and/or payment to cover additional communication and other expenses.

4. Minimum Numbers

Unless otherwise stated, all guided group tours are based on a minimum number of 7 participants plus tour leader and a maximum of 14. Where minimum numbers have not been achieved on a given departure the tour may be cancelled in accordance with clause 7b.

5. Changes

5a. Changes by You

Because of additional communication and other expenses, we reserve the right to charge an appropriate administration fee per amendment to your original booking. While every reasonable effort will be made to accommodate changes and additional requests their availability cannot be guaranteed.

5b. Changes by Us

While Hidden Italy will use its best endeavours to operate all tours as advertised, by entering into this contract the Client accepts that it may prove necessary or advisable to vary or modify a tour or its contents due to prevailing local conditions.

Hidden Italy reserves the right at any time to cancel or change any of the facilities, services or prices described (including transport, accommodation or other arrangements) and to substitute alternative arrangements of comparable monetary value without compensation and accepts no liability for loss of enjoyment as a result of these changes.

If a service or facility becomes unavailable due to circumstances of force majeure and no alternative arrangement of comparable monetary value is available Hidden Italy will substitute the best alternative available and will refund the Client for any cost saving or charge the Client for any additional costs incurred.

If a major change is known to us, the Client will be told at the time of booking. If a major change becomes necessary Hidden Italy will inform the Client as soon as reasonably possible if there is time before departure.

While the specific definition of a major change will depend on the individual tour and circumstances a major change may be broadly defined as cancellation of the tour, change of start or end city or omission of a major component. When a major change is made the client will have the choice of accepting the change of arrangements, purchasing another available tour or cancelling the tour and obtaining a full refund.

Force majeure means any event which Hidden Italy or its suppliers could not, even with all due care, foresee or avoid. Such events may include war, threat of war, riot, civil strife, industrial dispute, epidemics, health risks, terrorist activity, natural or nuclear disaster, fire or adverse weather conditions, technical or maintenance problems with transport, changes imposed by cancellation or rescheduling of travel arrangements by a main charterer, or other similar events beyond the control of Hidden Italy. Hidden Italy is not liable for any penalty charges associated with 'supersaver' type connecting rail or airfares, in the event of a change to a holiday departure time, date or airport.

6 Substitution of Client

If any member of the party is prevented from travelling because of the death, injury or serious illness of the passenger, close relative or friend, redundancy or jury service, it may be possible to transfer the booking to another suitable person (acceptable to Hidden Italy) provided that written notice is given at least one calendar month prior to departure. An administration fee of \$100 + GST per person will be levied plus any costs imposed by Hidden Italy's suppliers. Airlines may impose up to 100% cancellation charges.

7 Cancellation

7a Cancellation by You

The Client may cancel the booking at any time. Written notification is essential even if verbal notification of an intention to cancel has been given. Cancellation charges will be applied as shown below calculated from the day written notification is received by Hidden Italy.

60 days or more	Forfeit of deposit*
59 - 46 days	25% of tour cost
45 - 22 days	55% of tour cost
Within 21 days	100% of tour cost

The above cancellation charges include applicable GST

In addition to the above cancellation charges, the full insurance premium together with any existing administration fees is also payable in the event of a cancellation by the Client. If the reason for cancellation is covered by the insurance policy, you may be able to reclaim these charges.

7b. Cancellation by Us

Hidden Italy reserves the right to cancel a tour for any reason. Except for force majeure (as outlined in clause 5) or the Client's failure to pay the final balance, Hidden Italy will not cancel a tour less than 60 days before departure. Unless the Client fails to pay the final balance Hidden Italy will, return all monies paid excluding payment for travel insurance and administration fees.

No compensation will be paid in the event of cancellation by Hidden Italy. A full refund of monies paid for tour costs will be the full extent of Hidden Italy's liability.

8. Passports, Visas and Vaccinations

It is the responsibility of the Client to be in possession of a valid passport, visa permits, inoculations and preventative medicines as may be required for the duration of the tour. Information about these matters or related items is given in good faith but without responsibility on the part of Hidden Italy.

9. Travel Insurance

It is a condition of travel that you are covered by comprehensive travel insurance. If you are arranging your own insurance, you must provide no later than 30 days prior to commencement of travel:
a copy of your travel insurance policy (or details of master policy)
the emergency telephone number of your insurance company
next of kin emergency contact

10. Age, Fitness and Participation

While our tours do not require a special level of fitness, all people participating in the tours must possess a reasonable level of mobility, including the ability to:

Negotiate airports and railway stations without wheelchair assistance

Use combined shower/bath facilities (it is impossible to guarantee walk-in shower facilities)

Undertake walking tour of 3-4 hours duration, including using stairs, walking over cobblestones, gravel paths and other uneven surfaces

Stand for long periods in museums and other sites

Embark / disembark coaches, trains and other methods of transportation without assistance

Handle your own luggage

If you (or Hidden Italy) have any doubts about your ability to participate in your chosen tour, you may be required to have a doctor's appraisal. This would require a doctor to read the itinerary of your chosen tour and provide you with a written confirmation of your ability to participate.

11. Local Laws

All participants of tours operated by the Hidden Italy are expected to obey the laws and regulations of the countries visited and any failure to do so will relieve the Hidden Italy of all obligations that they may otherwise have under these booking conditions.

12. Illness or Disability

Anyone suffering from illness or disability or undergoing treatment for any physical or medical condition must declare the true nature of such condition at the time of booking and make arrangements for the provision of any medication or other treatment which may be required during the tour. Failure to make such disclosure will constitute a breach of these booking conditions and result in such persons being excluded from the tour in which case all monies paid will be forfeit.

13. If You Have a Complaint

If the Client has a complaint about any of the tour arrangements the Client must bring it to the attention of the tour leader or other representative of the Hidden Italy at the time so that they may use their best endeavours to rectify the situation. It is only if Hidden Italy is made aware of any problems that there will be the opportunity to put things right. Any complaints must be made in writing to the Hidden Italy within 28 days of the completion of the tour.

14. Our Responsibilities

All bookings are accepted on the understanding that the Client appreciates that travel does, by its very nature, involve some risk and that they undertake all tours of their own volition.

i) Where the Client does not suffer personal injury, the Hidden Italy accepts liability should any part of the holiday arrangements booked with Hidden Italy not be supplied as described and not be of reasonable standard. In such a case, Hidden Italy will pay reasonable compensation if the Client's enjoyment of the tour has been adversely affected but will pay no compensation if there has been no fault on the part of Hidden Italy or its suppliers and the reason for the failure in the tour arrangements was the Client's fault, the actions of someone unconnected with the tour arrangements or could not have been foreseen or avoided by Hidden Italy or its suppliers even if all due care had been exercised.

ii) Where the Client suffers death or personal injury as a result of an activity forming part of the tour arrangements booked with Hidden Italy, Hidden Italy accepts responsibility unless there has been no fault on Hidden Italy's part or its suppliers and the cause was the Client's fault, the actions of someone unconnected with the tour arrangements or one which neither Hidden Italy nor its suppliers could have anticipated or avoided even if all due care had been exercised.

iii) Hidden Italy's acceptance of liability to pay compensation pursuant to clauses 14 (i) and 14 (ii) is limited, in the case of rail travel, sea travel or hotel accommodation, to the amount set out in the provisions of, respectively, the Warsaw Convention as amended by the Hague Protocol 1955, the 1961 Berne Convention, the 1974 Athens Convention and the 1962 Paris Convention.

iv) Hidden Italy's acceptance of liability in clauses 14 (i) and 14 (ii) above is subject to assignment by the Client to Hidden Italy of the Client's rights against any agent, supplier or sub-contractor of Hidden Italy which is in any way responsible for the unsatisfactory tour arrangements or the Client's death or personal injury.

Hidden Italy

Hidden Italy

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