

TERMS & CONDITIONS

Michelangelo International Travel (hereinafter referred to as M.I.T.) is an Incoming Tour Operator for Italian group travel services. M.I.T. collaborates with foreign travel companies (hereinafter referred to as THE CLIENT) to offer services on a wholesale basis for the preparation of group travel packages.

Group tours consist of a minimum of **18 paying guests**. The following booking conditions apply to all services provided by M.I.T.

I. Contract Issuance and Services Provided

1. Booking Confirmation:

- Upon acceptance of THE CLIENT'S request, M.I.T. will issue a booking confirmation. Offers are subject to availability at the time of booking.
- A contract between M.I.T. and THE CLIENT is established only after written confirmation of the requested services.

2. Contract Scope:

- The contractual services are outlined in M.I.T.'s service descriptions (e.g., brochures, booking confirmations).
- Changes or additions require explicit written confirmation from M.I.T.; otherwise, such requests are considered nonbinding.

II. Payment terms

1. Standard Payment Schedule:

- **50% deposit:** Due 45 days before departure.
- **Balance:** Due 14 days before the first service.

2. Consequences of Late Payment:

- If payment is not received on time, the performance of booked services is not guaranteed, and M.I.T. reserves a lien on the tour price.

- Customized tours may have unique payment terms, which will be outlined in the proposal.

III. Cancellation Policy

1. Standard Cancellation Penalties:

- Up to **45 days** before departure: No penalty.
- **44-30 days** before departure: 10% of the trip price.
- **29-15 days** before departure: 50% of the trip price.
- **14-5 days** before departure: 90% of the trip price.
- **5 days or fewer** before departure: 100% of the trip price.

2. Partial Cancellations:

- Allowed up to **30 days** before departure, as long as the group size does not fall below the minimum required.
- If the minimum group size is not met, the entire trip must be canceled, with the corresponding penalties applied.

3. No-Shows:

- No refunds are provided for no-shows; the full trip price is due.

IV. Unclaimed services

When a trip is undertaken, but the booked services are not fully utilised, M.I.T. retains its full entitlement. However, M.I.T. will try to obtain the saved expenses for the nonclaimed services from the service providers. These savings will be forwarded to THE CLIENT only when M.I.T. is reimbursed by the service providers. M.I.T. cannot be held responsible for changes that are not within the control of M.I.T. M.I.T. promises under all circumstances to find the best possible alternative solution.

V. Minimum number of participants

The minimum number of participants for all offered trips amounts to 10 people, except for when a different minimum number of

participants is explicitly mentioned in the offer and in the booking confirmation. If the minimum number of participants is not reached, and the trip is not cancelled within the agreed date, payment must be paid to cover the cost of the minimum number of participants.

VI. Complimentary Places

- For trips published online:
 - **1 free place** for the coach driver or tour guide (minimum 18 paying guests) in a single room.
 - **2 free places** (sharing a double room) for groups of 35 or more paying guests.
- Other trips: Refer to conditions stated in the offer.

VII. Tour Leader Responsibilities

- THE CLIENT must provide a tour leader unless a guide is included in M.I.T.'s service description.
- When a professional guide is provided, they will deliver cultural, historical, and regional insights.

VIII. Issue Resolution

Any deficiencies in travel services must be reported immediately to M.I.T. or the designated tour guide for timely resolution.

IX. Liability

- M.I.T. is liable only for issues caused by its own fault or those of its service providers.
- For non-willful or non-reckless faults by service providers, M.I.T.'s liability (excluding personal injury) is limited to **three times the tour price**.
- **Criminal liability claims are not limited** and remain unaffected by the terms of this agreement.

X. Legal Compliance

- THE CLIENT is responsible for ensuring customers meet legal requirements (e.g.,

passport, customs, currency, vaccinations, and visas).

XI. Jurisdiction

- The competent court for disputes is located in **Trento**, Italy.

XII. Invalid Clauses

- If any condition is deemed invalid, the remainder of the contract remains unaffected.

XIII. Mileage data

- Distance information is approximate; M.I.T. cannot be held responsible for calculation inaccuracies.

XIV. Contracting partner

Michelangelo International Travel s.r.l.
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Additional Notes

- **Force Majeure:** M.I.T. is not liable for uncontrollable events such as weather, strikes, or traffic disruptions.
- **Accuracy of Information:** While M.I.T. strives for accuracy, certain details (e.g., admission prices) may change without notice.

Booking Conditions Updated: November 2024