



## **Booking conditions**

All bookings made with **Secret Marche** are subject to the following conditions:

**Secret Marche** forms part of **Il Regista Travel Agency** of **Borgo Piediripa, 92 – 62010 Macerata (MC), Italy**. The agency is the equivalent of ABTA-protected in Italy under Italian law (insurance policy - CEA: 147085, agency licence – AUT.REG. 17181, Chamber of Commerce registration – REA: 159488).

In the event of the insolvency or bankruptcy of the Agency, the customer will have the following remedies on application to the General Direction of Tourism of the Minister of Productive Companies Guarantee Funds (article 21 d.lgs 111/95):

- A) Full reimbursement of the price paid for the holiday
- B) Repatriation if the customer is abroad at the time

**IMPORTANT:** It is a condition of booking that all customers seek adequate insurance for the entire duration of their holiday and provide proof of this insurance cover at the time of booking. This would be to cover expenses arising from the cancellation of the package, loss of baggage and expenses of repatriation in cases of accidents or illness.

## **General Terms and Conditions of contract for the Sale of the Package holiday:**

### **1) Notion of the tourist package**

a) Regulations: The legislative decree 111 of 17/3/95 under Directive 90/314/CE states that for your protection, we as the seller of the tourist package must be in possession of administrative authorisation to carry out our activities (article 3/1 legislative decree 111/95).

b) As the customer you have the right to receive a copy of the contract of the sale of the package holiday (within the meaning of article 6 of the legislative decree of 111/95) which is the necessary document to give access to the guarantee fund referred to above. The definition of a package holiday is as follows:

Package holidays have as their object, travel, holidays and all inclusive tours from a prefixed combination of at least two of the following elements sold and offered at a flat rate, and lasting at least 24 hours with at least one night stay.

- a) transport
- b) accommodation
- c) tourist services not connected with transport or accommodation which constitute a significant part of the package holiday.

### **2) Legal Requirements**

The contract for sale and purchase of a package holiday is regulated besides these present general conditions and the terms indicated in the travel documentation given to you. The said contract, whether for provision of services in Italy or abroad will be governed by the dispositions – so far as applicable – of the L.27/12/1977 n.1084 of ratification of the execution of the International Convention relative to the travel contract (CCV) signed in Brussels the 24/4/1970, as well as the above cited Legislative Decree 111/95.

### **3) Compulsory Information**

The organiser is bound to include a technical list in the programme. The compulsory elements to be inserted in the list are: measures of the administrative authorisation of the organiser – measures of the safety policy for civil liability – period of validity of the programme or a change in the reference to the limits for updates in time or value.

### **4) Bookings**

The acceptance of the bookings is subject to availability of places and will be completed with the accompanying completion of the agreement, only when we confirm the services and you have completed and returned the booking form and have paid a 25% deposit of the full price.

### **5) Payments**

At the time of booking, a deposit must be paid of 25% of the price of the holiday, or if less than 56 days before departure the full holiday price. Otherwise, the full balance must be paid 56 days before the departure. Failure to pay sums within the terms indicated in the contract constitutes express cancellation of the agreement on our part and the imposition of penalties indicated under “cancellation by you” – clause 7b).

**Payment should be made by credit card. We shall send you an authorization form with your booking form.**

### **6) Price**

The price of the package holiday is determined by the contract, with reference to the amount indicated in the programme and to the possible adjustments to the programme. Special offers or price reductions introduced after you've booked your holiday cannot be passed onto you.

The price can be varied by us up to 20 days before departure and only as a result of variations in:

- taxes on any kind of tourist services
- fluctuation in exchange rates from those in force at 1st January 2006

### **7) Cancellation by you**

a) You can cancel the contract, without payment of penalty, in the following circumstances:

- 1) increase in the price under clause 6 above, exceeding 10%.
- 2) Change to a significant degree of one or more elements fundamental to the holiday, after the conclusion of the agreement but before departure, not accepted by you.

b) Should you wish to cancel the holiday under circumstances not listed above, the cancellation must be in writing by the person booking the holiday and the cancellation will take effect from the date when the written confirmation is received. There will then be a cancellation fee payable by you on the scale shown below which are shown as a percentage of the total holiday price:

#### **Period of Notification before departure date % of cost payable**

More than 56 days Deposit

56-43 days 30%

42-29 days 45%

28-15 days 60%

14-1 days 100%

### **8) Change or Cancellation of the holiday before departure by us**

We can cancel the holiday if:

- a) the minimum number of participants is not reached and is notified to you within 20 days of the departure for the holiday.
- b) We are unable for any reason to provide one or more of the essential services in the tourist package or offer an acceptable alternative.

c) In either event (a or b), you will be entitled to reimbursement of the sum already paid to us, but to no further compensation or damages. Please note that we are not liable for any consequential financial loss or incidental expenditure resulting from the cancellation of the holiday.

d) **Force Majeure**

There are circumstances where it is impossible to fulfil the contract as a result of war, the threat of war, riot, civil strife, industrial dispute, terrorist activity, natural or nuclear disasters, fire or adverse weather conditions or any other events outside our control. In these circumstances we shall not be liable for compensation where we are forced to cancel, delay or change your holiday in any way or where our performance or the contract is affected or prevented.

**Please note:** In the event of the cancellation of the opera a full refund of the opera ticket price will be made.

**9) Change of Holiday Accommodation**

We do not control the day to day management of the accommodation and it is possible that we may be advised that the accommodation is not available when you arrive. If this happens we shall endeavour to provide accommodation of at least the same standard in the same area. If only accommodation of a lower standard is available we shall refund the difference in programme price between the accommodation booked and that available.

**10) Changes after departure**

In the case where after departure we find it impossible to provide, for whatever reason, except for default of the customer, an essential part of the services contemplated in the contract, we will endeavour to provide alternative solutions, without price increase, and in the case where the services provided are of an inferior value compared to those foreseen, we will make up the difference.

**11) Special requests**

At the time of booking, you must make known in writing any particular requests you may have. We will make it known to you as soon as possible any extra costs that will need to be paid as a result, provided that it is possible to realise the requests. Although we will always endeavour to meet any special requests, we cannot guarantee that these requests will be met and under no circumstances will such requests form part of our contractual obligations and we will not have any liability in connection therewith.

**12) Substitutions**

You can make a substitution of another person only if you do the following:

We are informed in writing at least 7 working days before the fixed date of departure, receiving communication of the particulars of the substitute.

The substitute must satisfy all the conditions of the contract and in particular the relative requisites of passport, visas and health certificates.

The substitute shall meet all the costs involved in the substitution and undertake all the obligations of the customer under this agreement before the substitution takes place.

In relation to several types of service, it can arise that a third supplier of services does not accept the name change, even if it is carried out under the preceding terms indicated.

We will not therefore be responsible for the possible failure to accept the name change on behalf of third party suppliers.

Such failure of acceptance will be quickly communicated by us to the interested parties before departure.

### **13) Your obligations**

It is your responsibility to ensure that you and the members of your party each have an individual valid passport, as well as the relevant visas and health certificates required. You must observe the rules of normal prudence and diligence as well as the information provided by us and administrative and legislative rules relative to the tourist package. You will be responsible for all loss or damage that we suffer due to your nonfulfilment of the above requirements.

### **14) Breakages and Damages**

You will be responsible for any breakages, losses or damages by yourself or another member of your party during your stay in the accommodation. It is your responsibility to put right the damage or to make full payment to the supplier before departure and to indemnify against any losses, damages or claims made against us.

### **15) Hotel Classification**

The classification of the accommodation provided in the programme is based on the formal classification of the relevant competent authority.

### **16) Our responsibility**

We shall be liable for any loss caused to you due to the total or partial nonfulfilment of the services contractually due, whether they are to be carried out by us personally or by third parties, unless we can prove that the event derived from something that you have done or by extraneous circumstances not provided for herein, by fortuitous chance, by force majeure, or from circumstances that we could not, according our professional capacity, reasonably foresee or resolve.

### **17) Limits of Compensation**

Our liability for damages to you shall not in any case exceed the indemnifiable compensation provided by the international conventions with reference to the services of which the nonfulfilment has given rise to responsibility, and in particular the Convention of Brussels of 1970 (CCV) in respect of the holiday contract in any situation in which we are responsible. In any case the compensatory limit cannot exceed the amount of "2,000 Germinal gold Francs for damages to things" provided by the article 13, no.2 CCV and of 5,000 Germinal gold Francs for any other damage including those stated by the article 1783 of the Civil Code.

### **18) Obligation of Assistance**

We are obliged to give assistance to you imposed by the criteria of professional diligence exclusively with reference to the obligations imposed on us for services of law or of contract. We shall not be liable (art. 16), when the lack or inaccurate carrying out of the contract is attributable to you or dependent on the act or default of a third person with unforeseeable or inevitable circumstances, or in a fortuitous case or force majeure.

### **19) Complaints**

Any failure in the carrying out of the contract must be notified by you without delay so that we can endeavour to remedy the default. You can also send a complaint by registered letter to us not more than ten working days from the return date home.

## **20)Competent forum**

The present contract is regulated by Italian law.

## **21) Data protection policy**

In order to process your booking and ensure that your travel arrangements run smoothly, the Agency needs to use the information you provide such as name, address, any special needs/dietary requirements etc. which may be passed to third parties (such as hotels) providing the services. All personal data will be strictly treated with respect according to the law 675/1996 and the treatment of personal data will be confined to the carrying out by the company of the services that form the subject of the tourist package. Personal data will not in any way be passed on to third parties except as mentioned above, and at any time can be removed at your request.

**Secret Marche** Email: [info@secretmarche.com](mailto:info@secretmarche.com)

Technical Organisation: Il Regista Travel Agency, Borgo Piediripa, 92, Macerata, Italy  
Tel: 0039 0733 288060 Fax: 0039 0733 285436 [AUT.REG.17181 REA 159488 CEA 147085]

