

TERMS AND CONDITIONS

Italy with Pleasure Limited (referred to in these terms as "us", "we" or "Italy with Pleasure") will only supply and sell the Services to the Customer (referred to in this Agreement as "you") on the following terms and conditions unless we agree in writing to vary these terms and conditions.

1. Provision of Services

1.1. You have requested certain Services from us, in relation to which we have provided you with a written quote ("**Quote**") which, unless previously withdrawn, will be valid for 14 days.

1.2. Our Quote only includes those items specified in the Itinerary. The Quote does not include travel insurance, accommodation, transfer costs, additional or optional activities or any other additional costs (which you are solely responsible for) or any other items not specified in the Itinerary.

1.3. You will notify your acceptance of our Quote by completing, signing and returning the Booking Form to us which will be deemed to be an acceptance of these terms and conditions (as modified in our Quote), notwithstanding any conditions you include in the Booking Form or otherwise furnish on us.

1.4. Your acceptance of our Quote may not be cancelled unless agreed by us in writing and, if agreed to by us in writing, will be subject to payment by you of all costs, expenses and losses incurred by us as a result of such cancellation (as reasonably determined by us).

1.5. You acknowledge that all information furnished by us, or contained on our website or in any brochures or other advertising matter, are approximate only, and that no representation is made by us that the Services will strictly comply with those particulars.

1.6. We reserve the right to alter or vary any Quote or Itinerary due to circumstances beyond our reasonable control.

2. Withholding Supply

2.1. We reserve the right, irrespective of whether or not a Quote has been accepted, and without notice to you, to withhold supply to you where we have determined, in our absolute discretion that all or any part of the Tour or its related activities are no longer available or viable. We will not be liable for any costs, expenses, losses or damages resulting directly or indirectly from such action.

3. Payment, Deposit, Prices and Default

3.1. The terms and date for payment are as stated in our Quote. If there is no payment date stated in our Quote then payment for the Services must be made 42 days prior to the Tour Start Date.

3.2. We require payment of the Deposit with your acceptance of our Quote and prior to us booking any Services. Payment of the Deposit is deemed to constitute your consent and approval to book the Services.

3.3. Unless otherwise specified in our Quote, all prices are in Euros and are exclusive of GST and other Taxes, which you must pay in addition.

3.4. If you:

(a) do not pay any amount owed to us on the due date; or

(b) fail to fulfill your obligations under this Agreement or otherwise breach any term of this Agreement, we may, without notice to you, immediately suspend or terminate the provision of Services and we will not be liable for any costs, expenses, losses or damages resulting directly or indirectly from such action.

3.5. If any amount which you owe us falls overdue for payment, such late or non payment shall constitute a breach of your obligations under this Agreement and the overdue amount shall (without prejudice to any other right or remedy under this Agreement) bear default interest from the date on which payment of that amount falls overdue until the date on which payment of the overdue amount is made in full. Default interest shall be calculated daily at the Default Interest Rate and shall be compounded monthly.

4. Your Obligations

4.1. You must obtain and maintain full travel and medical insurance for the duration of the Tour and its related activities for yourself and all other persons listed on the Booking Form.

4.2. You must obtain clearance from a licenced medical practitioner that you and all other persons listed on the Booking Form have a sufficient level of health and fitness to undertake the Tour and its related activities. If you or any other person listed on the Booking Form have any medical, mental, physical or other condition that may create a risk to any member of the Tour (including the individual concerned), you must disclose this in the Booking Form. You must immediately notify us in writing of any new medical, mental, physical or other condition that arises prior to the Tour Start Date or during the Tour.

5. Limitation of Liability

5.1. We exclude all statutory or implied conditions and warranties to the fullest extent permitted by law.

5.2. We do not except any liability for any loss or damage to any property or any injury, illness, disability or death or any other loss, damage or claim in connection with the Services however caused which arises directly or indirectly from any occurrence beyond our reasonable control.

5.3. Subject to clause 6.1, to the fullest extent permitted by law, we limit our liability to you, howsoever arising, from the supply of (or failure to supply) any Services, or the quality of the Services to the value of the Services specified in our Quote.

6. No Assignment

6.1 You agree to assign this Agreement or your rights under this Agreement without our prior written consent.

7. Intellectual Property

7.1. Ownership of all intellectual property rights (including, but not limited to, all brochures, photographs, audio recordings or video footage and any other documentation) in or relating to the Services are owned by us.

7.2. You consent to us taking photographs, audio recordings or video footage during the Tour and you agree that all such images or recordings may appear on our website and social media and/or be used in advertising and other promotional material at our discretion.

8. Privacy Act 1993

8.1. If you are an individual, you have a right of access to information about you held by us and you may request correction of that information and require that the request be stored with that information. We may charge our reasonable costs of providing access to that information.

9. Termination and Cancellation

9.1. We may terminate this Agreement by notice in writing to you if any of the following events occurs:

- (a) you do not pay any amount owed to us on the due date;
- (b) you fail to fulfill your obligations under this Agreement or otherwise breach any term of this Agreement;
- (c) it becomes, or will become, illegal for you to comply with your obligations under this Agreement or all or part of this Agreement becomes invalid or unenforceable;
- (d) if all or any part of the Tour or its related activities becomes unavailable or unviable;
- (e) you are deemed mentally or physically unfit or incapable of taking part in all or any part of the Tour or its related activities.

9.2. Termination of this Agreement by us will be without prejudice to our accrued rights, remedies and liabilities under this Agreement.

9.3. You may not terminate this Agreement for any reason without first providing us:

- (a) written notice of the breach or cause pursuant to which you purport terminating this Agreement; and
- (b) 20 days from the date of receipt by us of such notice to reasonably remedy such breach or cause.

9.4. Should this Agreement be terminated for any reason, you agree to immediately:

- (a) pay us all amounts owing by you to us and we may retain any deposit paid;
- (b) pay us for the proportion of the Services which have been provided up to the Termination Date on receipt of an invoice in relation to those Services;
- (c) pay us for all expenses, charges or costs falling due for payment after the Termination Date which arise from commitments reasonably incurred by us prior to the Termination Date on receipt of an invoice in relation to those expenses, charges or costs.

9.5. If you wish to cancel your booking on the Tour, you must advise us of such cancellation in writing ("**Cancellation Notice**"). In the event of such a cancellation by you, the following policy shall apply:

- (a) if we receive your Cancellation Notice no less than 45 days prior to the Tour Start Date, we will refund the deposit you have paid in full;
- (b) if we receive your Cancellation Notice no less than 30 days prior to the Tour Start Date, we will refund half of the deposit you have paid;
- (c) if we receive your Cancellation Notice no less than 20 days prior to the Tour Start Date, no deposit or any other monies paid by you will be refunded.

9.6. We are not responsible for any losses, damages, costs or expenses incurred by you arising from the Tour or its related activities, termination of this Agreement, the cancellation of the Tour or its related activities or any changes in the Tour or its related activities.

10. Costs

10.1. You shall pay to us, upon demand, all costs and expenses on a full indemnity basis (including GST, Taxes and reasonable legal fees on a solicitor and own client basis) incurred by us in connection with the enforcement or preservation of, or attempted enforcement or preservation of, any rights under this Agreement, or in suing for or recovering any moneys payable by you under this Agreement.

11. Indemnity

11.1. You agree to indemnify us against any claims, losses, damages, liabilities, costs and expenses of whatever nature arising in whole or in part out of:

- (a) you attending and/or participating in the Tour or its related activities;
- (b) any breach of this Agreement by you.

12. Scope

12.1. Notwithstanding anything contained in any correspondence between us or elsewhere, this Agreement constitutes the entire terms and conditions of the agreement between us in relation to the Services and will prevail over all prior arrangements, negotiations, proposals, correspondence or previous dealings between us (whether written or oral).

12.2. You acknowledge that in entering into this Agreement you did not rely on any representation other than those which are expressly contained in our Quote.

12.3. No amendment to this Agreement shall be valid unless in writing and executed by all parties in the same manner as that in which this Agreement has been executed.

13. General

13.1. If any provision of this Agreement is or becomes invalid or unenforceable, that provision shall be deemed deleted from this Agreement and such invalidity or unenforceability shall not affect the other provisions of this Agreement, all of which shall remain in full force and effect to the extent permitted by law, subject to any modifications made necessary by the deletion of the invalid or unenforceable provisions.

13.2. No waiver of any breach, or failure to enforce any provision, of this Agreement at any time by us shall in any way limit or waive our right to subsequently require strict compliance with this Agreement.

13.3. The laws of New Zealand govern this Agreement.

13.4. You agree to submit to the jurisdiction of the Courts of New Zealand and agree that any legal proceedings may be heard in those courts.

14. Definitions

14.1. In this Agreement, unless the context otherwise requires:

"Agreement" means our Quote and these general terms and conditions of sale as modified by our Quote.

"Default Interest Rate" means 15% per annum.

"Deposit" means the amount specified as such in our Quote. If our Quote does not specify an amount, the amount is €300.

"Governmental Authority" means any domestic or foreign governmental authority, court, government or self regulatory organisation, commission, tribunal or organisation, any regulatory administrative or other agency or any subdivision, department or branch of any of the foregoing.

"GST" means any goods and services tax, value added tax or similar tax payable by us, at the rate prevailing from time to time.

"Itinerary" means an itinerary in relation to a Tour prepared by us and provided to you, as amended by us from time to time.

"Services" means all services in connection with a Tour provided by us to you from time to time as described in our Quote and includes any services ancillary to that Quote.

"Taxes" includes any present or future tax, levy, impost, duty, rate, charge, fee, deduction or withholding of any nature and whatever called, imposed or levied by any Governmental Authority, and includes GST and any interest, penalty, charge, fee or other amount imposed or made on or in respect of any of the foregoing but excludes income taxes and capital gains taxes.

"Termination Date" means the date on this Agreement is terminated.

"Tour" means a tour program provided by us to you as specified in the Itinerary.

"Tour Start Date" means the first day of the Tour as specified in the Itinerary.