

Booking Conditions

1. Introduction

1.1 Booking of Accommodation with **Italcamel Travel Agency s.r.l** is subject to these terms and conditions (the "Terms and Conditions").

1.2 In these conditions a reference to

a) "you", "your" means the person who through a Travel Agent makes the booking and everyone else named on the booking (including anyone added or substituted at any time);

b) "Booking" means the contract, arranged through the Travel Agent, for Accommodation between you and us;

c) "Lead Name" means the person identified on the booking confirmation as the "lead name" and to whom the documentation relating to the Booking will be addressed;

d) "Accommodation" means the hotel room(s), apartment(s), villa(s) or other form of accommodation and related services or products which you have booked or wish to book through us;

e) "Hotel" means, as the context requires, the hotel in which a particular hotel room is situated, the apartment block in which a particular apartment is situated or the villa complex of which a particular villa is part;

f) "Accommodation Provider" means the actual owner of the Accommodation or Hotel;

g) "Travel Agent" means the agent who places the Booking for you;

h) "Italcamel", "we", "us", "our" means **Italcamel Travel Agency s.r.l.**

1.3 Please read the Terms and Conditions carefully. They apply to all Bookings made and to all members of your party.

1.4 You will be deemed to have been given notice of and to have agreed to the Terms and Conditions by virtue of your Travel Agent having agreed to them on your behalf, or you indicating your acceptance of them by requesting a booking from us.

1.5 Your Travel Agent, by making your Booking on our booking system, agrees to the Terms and Conditions on your behalf and warrants and represents that it has explained to you the nature and scope of the Terms and Conditions.

2. Your contract for accommodation

2.1 When you book Accommodation, we send you confirmation of your booking by email to your Travel Agent and it is at the time that we send this confirmation that a binding contract between you and us comes into existence and the date of the contract is the date that appears on the confirmation. Once the contract has been formed between us, you have the unconditional obligation to pay for the Accommodation (subject to your right to cancel in accordance with clause 6). If full payment is not received by us in accordance with that agreement or if we have reasonable grounds to believe that

full payment will not be received, we are released from the obligation to provide you with the Accommodation.

2.2 It is important to check carefully the details of your booking, when you receive your confirmation email. If you want to cancel or change your booking later, you may have to pay amendment or cancellation charges (set out below). These can be the full price of the accommodation booked.

2.3 The lead passenger on the booking must be at least 18 years of age and must be authorised to make the booking on behalf of all members of the party.

2.4 The person who fills in the booking form on the site must be authorised to do so in the name of all the members of the group travelling together and must confirm that all members accept the booking terms and conditions. Furthermore, this person shall be responsible for the total cost of the accommodation, including cancellation or amendment charges. Likewise, this person shall inform the other members of the group of the confirmation details and any other relevant information.

2.5 In parties of two or more people, the Lead Name accepts responsibility for making full payment for all members of the party. We will address all vouchers and other information to the Lead Name, who is responsible for ensuring that the other members of the party are kept fully informed.

2.6 Once the contract is made, we are responsible for providing you with the Accommodation you booked and you are responsible for paying for it, in each case subject to the booking conditions stated here and to any other terms and conditions specific to the relevant Accommodation.

2.7 Only those persons named at the time of booking, or subsequently advised, can occupy the accommodation(s). Should any damage be caused by you or any member of your party to the accommodation(s) or its contents, you will be required to arrange immediate reimbursement before the end of your stay.

3. What is not included in your booking

3.1 The basic accommodation cost does not include: Transfers between airport and accommodation. Additional charges for rooms, meals or under-occupancy in apartments that are not stated to be included in your booking. Charges that accommodation establishments or apartments may make for facilities such as cots, parking, minibus services, sun beds, sauna, tennis courts and equipment, porters etc. Deposits requested on arrival by some apartment/villa owners. Certain countries have a local tax, known as "occupation tax" or "tourist tax" or "city tax", which must be paid directly by the end user at the accommodation provider or at the airport.

4. Children

4.1 Child prices and other conditions relating to children are agreed upon with each accommodation provider and are not based on any one criterion; therefore, given that each accommodation provider applies its own special conditions and prices, we ask that you enquire about this point when making your booking.

5. Accommodation services

5.1 Any child prices or special conditions will only apply when children share a room with 2 paying adults.

5.2 Cots: please advise us at the time of booking if you require a cot. We will pass your request to the accommodation provider; however, we cannot guarantee this request will be met. Such request will be subject to availability and if the accommodation provider is unable to meet any such request, neither Italcamel, nor the accommodation provider, will have any liability to you in this respect. This request may only be available at an additional cost unless otherwise expressly stated in the description of the accommodation provider, and if any additional cost is applicable this should be paid by you direct to the accommodation provider.

5.3 Extra Beds: some accommodation providers have twin or double-bedded rooms that will accommodate a third bed. Details on any supplement and/or discount applicable where a third bed is to be occupied by an adult can be obtained from the accommodation provider. Accommodation providers may have no, or limited numbers of, extra beds so the ability to provide a third bed will be subject to availability. Any request for an extra bed must be made at the time of booking and if the accommodation provider is unable to meet any such request, neither Italcamel, nor the accommodation provider, will have any liability to you in this respect.

6. Payments

6.1 Please see your Travel Agent's terms and conditions for payment terms.

6.2 Your booking may be cancelled if you fail to make full payment on time and in advance of arrival to the hotel and you will be liable to pay the cancellation charges set out below.

6.3 In the event that you have failed to pay all monies due and in advance of arrival to the hotel, we reserve the right to seek payment directly from you.

6.4 Payment for incidental extras (e.g. refreshments from mini bars, telephone charges, etc.) has to be made directly to the Accommodation Provider when you check out.

6.5 Infants under the age of 2 when sharing a room with 2 full fare paying adults are normally accepted by reservation handlers free of charge if there is space in the room. However, payment must be made directly to the hotel for any additional services such as cots or food

6.6 Extra beds for third adults and children sharing a room with 2 full fare paying adults may be sofa beds or folding beds

6.7 Local taxes, fees and charges may apply to your destination/stay. Unless specifically stated, all such charges are payable by you directly to the Hotel and are not included in your booking as we are unable to collect these in advance.

7. Accommodation descriptions

7.1 We take every reasonable care to ensure that the information published about each hotel, villa, or apartment is accurate; however we cannot accept liability for errors or omissions in the description unless it can be proved that it is our mistake.

8. Checking in and out of the Accommodation

8.1 Accommodation has to be cleaned after the departure of previous guests and will, therefore, normally only be accessible after 2pm. This will, however, vary by Hotel and individual arrival.

8.2 If you plan to arrive at your Accommodation before this time and require immediate access to your Accommodation, it will have to be booked from the previous day.

8.3 On arrival at your Hotel, you will be required to register and your Accommodation will be allocated to you upon completion of registration.

8.4 To allow the Hotel to clean the Accommodation before the arrival of other guests, you must check out of your Accommodation before 10:00 a.m. on the last day of your stay.

9. Making changes to your Booking

9.1 If you want to change any aspect of your booking after we have sent your confirmation, we will do our best to help. However; we have no obligation to make any change, although it will permit you or any member of your party who is prevented from travelling to transfer the booking to someone else, provided you give us reasonable notice of the transfer and cover any costs incurred.

9.2 Any change must be made through your Travel Agent who must confirm the change by e-mail. If we are able to make the change, we will make an administration charge and there may potentially be additional charges depending on the conditions.

9.3 If you change the number of people booked, the price for the Accommodation will be re-calculated for the new party size. If for example your party is reduced in number, this may mean that accommodation is under-occupied and each of the remainder of your party may have to pay more.

9.4 If you wish to make any change to your booking while on holiday (e.g. upgrading accommodation or extending your stay), all requests are subject to availability and any extra cost must be paid immediately direct to the Accommodation Provider.

10. Cancelling your entire Booking

10.1 Please refer to your Travel Agent for cancellation procedures and costs as these will vary depending upon the type of Booking you have made with us.

10.2 No additional expenses, costs or losses will be recompensed, including but not limited to, cancellation costs on other bookings you may have made at the same time.

11. Changes to your Booking made by Italcamel

11.1 If the Accommodation Provider, Hotel or we make a change to your booking, we will inform your Travel Agent as soon as possible, but will have no other liability towards you.

11.2 We will try to avoid having to make any changes to your Booking. If in the unlikely event that we are informed by the Hotel or Accommodation Provider that they are unable to provide the accommodation which you have booked, we will try to provide you with similar Accommodation of equal standard. If we are unable to do this or you prefer not to accept our alternative, you may cancel free of charge.

11.3 We have no liability to you for other travel elements you have booked with third-parties such as airlines or transfers and we will not compensate or refund you any monies connected to these bookings.

11.4 Force Majeure: occasionally, we will have to make changes due to unforeseen circumstances or for events beyond our control; usually referred to as force majeure events. In such circumstances, we have no obligation to you at all, however we may refund you if we are unable to provide you accommodation.

12. Failure to honor the booking

12.1 If, for whatever reason, you do not turn up at the accommodation on the arrival date stated on your accommodation booking voucher without prior warning to us ("a no show"), you or any member of your party will not be entitled to any refund.

13. Holiday/Travel Insurance

13.1 We strongly recommend that you take out adequate holiday/travel insurance. It is your responsibility to check you have adequate insurance cover. The insurance should cover, amongst other things, the cost of cancellation by you, all medical costs and the cost of assistance including return to the UK in the event of an accident or illness.

14. Special requests or disabilities

14.1 You should ask your Travel Agent to explain the standard services for the Accommodation you wish to book and if they are suitable for disabled or impaired guests.

14.2 If you have any special requests that do not form part of the standard services for the Accommodation to be booked (for example dietary requirements, cots or room location) please let us know in writing in good time prior to booking.

14.3 We will pass on all such requests to the relevant Accommodation Provider/Hotel, but unfortunately cannot guarantee that they will be met. Further, if the Accommodation Provider/Hotel is unable to meet such requests, neither we nor they can have any liability to you in this respect.

15. Health & Safety

15.1 We rely on individual Hotels to comply with all applicable local health & safety requirements. Please remember that Hotels are only required to adhere to regulations applicable in the country where they are located and these regulations may be lower than found in your own home countries.

16. Complaints procedure

16.1 If you have a complaint while you are staying at the Accommodation, you must inform the management of the Hotel immediately (in writing if possible) in order to give them the chance to resolve the problem. Any right to compensation may be lost or diminished if you fail to follow this simple and reasonable process.

16.2 If the issue is not resolved to your satisfaction, you should contact the Emergency Line in the UK on 0044 (0) 203 870 6830. We will act as an intermediary to try and rectify the problem. In the event that we are unable to do so and you wish to take matters further, you must do so directly with the Hotel concerned. We advise you to ensure that any complaint is in writing and that you keep a copy.

16.3 When you return home, you can submit a complaint to us via your Travel Agent within 10 days of your departure of the Hotel including a copy of the complaint submitted to the Hotel. Any complaints received after this time may not be accepted by us or the Hotel.

16.4 Complaints not submitted to or registered with the Hotel at the time may be rejected.

17. Your conduct

17.1 When you book Accommodation through us, you accept responsibility for the proper conduct of yourself and your party during your stay. The Accommodation Provider and Hotels reserve the right to terminate at any time your stay in the Accommodation or that of any member of your party if, in their reasonable opinion, your conduct is improper. Full cancellation charges will then apply and no refund will be given.

17.2 Furthermore, neither the accommodation provider nor Italcamel shall be under any obligation whatsoever to pay compensation or meet any costs or expenses you may incur as a result of your stay being terminated.

17.3 If your actions or those of any member of your party cause damage to the accommodation in which you are staying, you must fully reimburse the accommodation provider for the cost of the damage before you end your stay. You also agree to indemnify Italcamel against any claim (including legal costs) made against Italcamel as a result.

18. Law and Jurisdiction

18.1 Subject to any compulsory law, the law and jurisdiction shall be the country where we are domiciled, namely Italy. Any dispute, controversy or claim arising out of or in relation to this agreement or at law, or the breach, termination or invalidity thereof, that cannot be settled amicably by agreement between the parties, shall be finally settled by the court of Rimini (Italy), and the parties submit to the exclusive jurisdiction of this court.

For the purpose of the articles 1341 and 1342 of the Italian Civil Code, the parties expressly agree to the following provisions of this conditions: 9, 10, 11 and 18.