

By clicking Book Now and making a reservation, I acknowledge that I have read and agree to be bound by Experience Italy Tour Srl's Terms and Conditions and Privacy Statement as shown herebelow.

Experience Italy Tours Srl (hereafter the "Company") is a limited company operating as a travel agent and tour operator and offering tours and travel packages (hereafter "Tours") made available by the Company's Website and related applications (hereafter the "Website").

This Website and the Tours made available on this Website are offered to you conditioned upon your acceptance without modification of any/all the terms, conditions, and notices set forth below (collectively, the "Agreement"). By accessing or using this Website in any manner, you agree to be bound by the Agreement and represent that you have read and understood its terms. Please read the Agreement carefully, as it contains information concerning your legal rights and limitations on these rights, as well as a section regarding applicable law and jurisdiction of disputes. If you do not accept all of these terms and conditions, please do not use this Website or book a Tour. In all booking arrangements, the person making the booking shall be deemed to have accepted this Agreement on behalf of the persons named in the booking.

Your acceptance of this Agreement provides you with a limited, temporary and non-exclusive license and permission to use the resources of the Website, as well as the opportunity to purchase our Tours. This limited, temporary and non-exclusive license and permission are freely revocable at any time, for any reason whatsoever, and with or without notice, by the Company as described more fully below. If you do not agree to this Agreement, please do not use the Website or purchase our products. Please print a copy of this Agreement for your records.

We may change or otherwise modify the Agreement in the future, and you understand and agree that your continued access or use of this Website after such change signifies your acceptance of the updated or modified Agreement. We will note the date that revisions were last made to the Agreement at the top of this page, and any revisions will take effect upon posting. Be sure to return to this page periodically to review the most current version of the Agreement.

TERMS AND CONDITIONS OF USE AGREEMENT (the "Agreement")

I. Purpose of service and definitions

I.1 Experience Italy Tours Srl (hereafter the "Company") is a limited company operating as a travel agent and tour operator and offering tours and travel packages (hereafter "Tours").

I.2 The Company makes use of the support of persons (hereafter "Tour Leaders") that have the job of guiding the aforementioned Tours. For Tours that include a visit to artistic-cultural heritage Websites, the Tour Leader will be a duly licensed tourist guide.

I.3 A "Consumer" is a person that purchases the right to participate in one or more "Tours", as well as any person or intermediary which as the main contracting party pledges to acquire the aforementioned "Tour" for a third party which is identified or to be named.

I.4 "Consumer's Code" is the Legislative Decree n. 206/2005.

I.5 Tours are offered by the Company through the website www.lakecomofoodtours.com and relative subfolders (hereafter the “Website”). This Agreement governs the use of the Website by the Consumer and the purchase of Tour(s) by the Consumer. By accessing and using the Website, the Consumer confirms that he has read, understood and agreed to this Agreement, governing relations between the Consumer and the Company for the purchase of Tours, and to our Data Protection Policy.

I.6 This agreement may be entered into solely through the Website, consequently via the “Internet” with an online sales system called “e-commerce”, and a payment system. The contract shall be stipulated by the Company, registered office in Lecco, and the Consumer making the purchase online for reasons not connected with his professional, commercial or entrepreneurial activity (pursuant to the provisions of art. 3 of the Consumer Code, Legislative Decree 206/2005).

I.7 The purchase is deemed to be complete upon reception of an email, confirming the purchase, on the part of the Company coming from the email address info@lakecomofoodtours.com or noreply@bookeo.com (hereafter “Email addresses”), containing details of the purchased service.

I.8 The Company reserves the right to modify and/or add to this Agreement at any time. Any new Agreement will take effect from the time of publication on this html page of the Website, and will apply only to sales completed at a later date. For purchases already effected, the version given in the link of the purchase confirmation notice shall be applicable.

I.9 Tours can be viewed online at the Website in specific factsheets (hereafter “Catalogue”) from which the Consumer can choose the Tour to be purchased in a given area, date and time. The Consumer may purchase the Tour he wishes and effect the payment for himself or for persons to be named.

II. Prices

The prices of Tours are given in the Catalogue and, unless otherwise stated in writing, are VAT exempt.

III. Payment methods and Check-in

The Consumer must follow the payment procedure indicated on the Website. The payment is via an online payment gateway.

Upon completion of the order the Consumer is directed to the payment gateway page. The amount of the order is charged to the selected payment instrument following the relative payment procedure.

For each transaction the Consumer will receive an email confirming the payment from the payment gateway and subsequently a Ticket from the Company to the email address communicated by the Consumer, who hereby authorises its sending. The agreement shall be deemed to be complete upon reception of the confirming Ticket. The email automatically sent by the payment gateway is thus not in itself sufficient to ensure that the Company has received the order correctly. The Ticket from the Company gives the Date when the Tour will take place. The Consumer undertakes to check the correctness of entered data and to promptly communicate any corrections and/or changes via email to the contacts specified in art. IX (Complaints and other communications).

Attendees to the Tours are checked in: the Consumer will be asked to hand the confirming Ticket or show it on a mobile/tablet to the Tour Leader.

Payments shall be in Euro.

The Company shall not be held liable for possible Website transmission and communication errors deriving from the technological infrastructure used, or the hosting services used or deriving from the payment gateway channel. If no email is sent by the Company, the service should not be considered to have been purchased; in such cases the Consumer is advised to contact the Company to seek an explanation.

If the order is cancelled, the full or partial amount will be refunded, when applicable (refer to art. IV and art. V), using the same instrument used by the Consumer for the payment. It is possible to cancel the order until it attains "Confirmed" status, after which only the refund procedure can be followed in accordance with the provisions of art. IV and art. V.

Once the request to cancel the transaction has been made, under no circumstances may the Company be held liable for possible damage, direct or indirect, caused by delays in releasing the amount allotted by the payment gateway.

Details of the Consumer's credit card are handled solely by the payment gateway, and are not given to the Company at any time during the payment procedure.

IV. Consumer's cancellation options and penalties and late arrival

The Consumer may cancel and/or revoke the purchase by communicating this intention in writing to the Email Address.

The amount paid will be refunded in full if the communication is received at least seven (7) days (that is 168 hours) before the date and time on which the Tour is scheduled to start. No refund will be given in the event of cancellation and/or revocation after that date and time.

Refunds shall be effected via the payment gateway following the time frames governed by conditions agreed upon directly by the Consumer and the payment gateway at the time of authorisation of the payment.

The communication should be sent to the Company's Email Address, indicating:

- The number of registered persons and relative names for whom the cancellation is requested
- Name of the booked Tour, date of booking and scheduled Tour date
- Amount paid

The cancellation is deemed to be complete only when a confirming email from the Company is received.

Please note that Tour Leaders are not allowed to wait for Consumers arriving late. In case of late arrival or no show, no refund will be possible.

V. Cancellation and changes on the part of the Company

The Company is entitled to cancel and/or change the details of a Tour in the following cases:

- a) failure to reach a minimum number of 2 adult participants
- b) reasons of force majeure
- c) unforeseeable circumstances
- d) sudden unavailability of the Tour Leader in the 24 hours prior to the Tour

If the event is cancelled for one of the above reasons the amount paid for the purchase will be refunded in full.

Under no circumstances will the cancellation of the event entitle the Consumer to file damage claims or seek an indemnity other than that paid for the cancellation.

Possible cancellations and/or changes will be communicated by the Company as soon as possible via the contacts (email or telephone) specified by the Consumer at the time of the payment.

Even if it is not possible to contact or notify the Consumer prior to the scheduled time of the Tour, only the amount paid by the consumer will be refunded.

Tours are conducted in any weather condition. However speedboat transfers may be altered/substituted due to adverse atmospheric conditions. The Consumer is advised to carry an umbrella and dress appropriately for weather conditions. If the Tour starts, and in the event of adverse atmospheric conditions, the Tour Leader can suspend the tour at his/her discretion. If the Tour were suspended, the Consumer will be reimbursed for partial or full price depending on the time the tour was suspended. If the Tour is suspended at the beginning of the tour, the Consumer will receive full refund. If the Tour Leader did not suspend the Tour but the Consumer did not want to continue with the tour due to rain or adverse weather conditions, the Consumer will not be refunded.

VI. Right of withdrawal

The Consumer is not entitled to withdraw from the transaction pursuant to the provisions of art. 55, paragraph 1, letter b), of Legislative Decree 20 of 6/9/2005 (Consumer Code), however he is entitled to cancel the purchase further to article IV above.

VII. Obligations of the Consumer and guarantees given

By booking a reservation for a Tour through the Website, the Consumer acknowledges that he accepts the practices described in our Privacy Policy and this Agreement. In addition, the Consumer warrants that he is 18 years of age or older, that he possesses the legal authority to enter into this Agreement, use this Website, book the Tour, and that all supplied information is true and accurate. The Consumer further agrees that he will use the booking functionality of this Website to make only legitimate reservations for him or others for whom he is legally authorized to act. Any false or fraudulent reservation is prohibited.

During the staging of the Tour, participating Consumers must carry valid ID documents (or Passports if needed), and will have to maintain conduct in keeping with generally agreed rules of civil behaviour, and with State, regional and/or local laws and by-laws.

The Company and Tour Leaders reserve the right to exclude from the Tour any Consumer that, in their personal, indisputable and subjective opinion, fails to comply with the above social rules and/or laws.

The Consumer shall guarantee, assuming any and all liability and releasing the Company and related Third Parties involved in the provision of Services from any harmful consequence, that the data provided at the time of acceptance of these general conditions are truthful and make it possible to know the true identity of the Consumer that has purchased the Tour and of the Consumer participating in the Tour, and also undertakes to immediately inform the Company in writing via email of any changes to the data provided.

If purchasing for another person, or to be named, the Consumer undertakes to inform the Consumer participating in the Tour of these General Conditions, which shall be deemed to have been read, understood and agreed upon by the latter.

When using the Website, or sending e-mails, text messages, and other communications from his desktop or mobile device to the Company, the Consumer is communicating electronically and agrees that the Company may communicate with him in a variety of ways, such as by e-mail, in-app push notices, or by posting notices and messages on the Website. The Consumer may unsubscribe from e-mail communications at any time by emailing info@lakecomofoodtours.com.

VIII. Limitations of liability

The Consumer hereby declares he is in good health and does not suffer from minor or serious physical or mental illnesses, allergies, lowered food tolerance, dysfunctions or disabilities that would expose him to the risk of damage or activity limitations during the performance of activities offered by the Company.

The Consumer fully appreciates and accepts the risks associated with his participation in Tours, which include, by way of example and not exhaustively, exposure to adverse weather, theft, indigestion, consequences resulting from the intake of alcohol, allergies, lowered food tolerance, injuries (again by way of example injuries caused by inappropriate behaviour of Consumer or other participants, automobiles, other means of transport or pedestrians).

The Consumer hereby grants the Company and the Company duly accepts the irrevocable right to use, directly or indirectly by means of third parties, photographs, images and/or videos taken during Tours for all commercial and non-commercial ends, without any obligation towards or remuneration of the Consumer, without prejudice to the Consumer's right to expressly ask not to be filmed or photographed, or to move away from the zones where photographs, videos, etc. are being taken.

The Consumer will take part in Tours at his own exclusive risk. Now and in the future, the Consumer shall unconditionally absolve from any and all liability the Company, its shareholders, directors, collaborators, partners and suppliers in relation to all complaints, legal actions, damage claims, debts, costs and expenses deriving from or relating to participation in Tours, even if damage is caused by negligence, carelessness and/or lack of expertise of the Company or of any other party involved through the Company.

The Company shall not be held liable for any damage caused by the Consumer to persons and/or things (including artistic heritage items) and/or places (including restaurants and eateries in general) due to deliberate or accidental actions.

The Company shall not be held liable for possible Website errors or omissions, and reserves the right to make due changes in such circumstances. The texts, photographs, images and videos contained on the Website are purely indicative, and may not always correspond to what the service actually offers. Accordingly the Company may not be held liable for any errors deriving from this explanatory information. The Company guarantees the correctness of the event venue, time and duration of the service.

No point of these limitations of liability can be removed or modified without the express written consent of the Consumer and of an official representative of the Company.

IX. Complaints and other communications

For all complaints, information, suggestions and any other communication please contact the Company, preferably via email, at: info@lakecomofoodtours.com. For communications in Certified Email (PEC) mode the relative email contact is: experienceitaly@pec.it

The Consumer hereby agrees that that notifications and communications regarding all online services are effected by the Company in digital format (email), acknowledges their complete validity and expressly agrees not to refuse to acknowledge the content of declarations sent and/or received in digital format.

Experience Italy Tours Srl is a limited company governed by Italian law, based in Lecco (VAT number 03665440131).

X. Applicable law

This contract is governed by Italian law. It is drafted in English; reference should be made to the English version even though it has been translated in other languages for informative purposes.

In accordance with Legislative Decree 206/2005, for civil disputes regarding the validity, efficacy and execution of this contract, indisputable territorial competence lies with the Court of the Consumer's place of residence or of domicile, if located in the Italian State, or with the Court of Lecco if located outside the Italian State.

XI. Levelling of microbusinesses ("microimpresa") to Consumers

In accordance and in effect of art. 18, paragraph 1, letter d) bis of the Consumer Code, these General Conditions are totally applicable also for microbusinesses, as defined therein.

In accordance with Articles 1341 – 1342 of the Civil Code the Consumer hereby declares he has specifically read and agreed to the clauses in the following articles of the online service of Experience Italy Tours:

art. III Payment Methods, art. IV Consumer's cancellation options and penalties and late arrival, art. V Cancellation and changes on the part of the Company, art. VI Right of withdrawal, art. VII Obligations of the Consumer and guarantees given, art. VIII Limitations of liability, art. IX Complaints and other communications, art. X Applicable law.

PRIVACY STATEMENT

In accordance with Legislative Decree 196 of 30 June 2003 (law on the subject of personal data protection, hereafter "Code"), a natural person or other subject is afforded protection in relation to the processing of personal data.

This law ensures that personal data are processed in compliance with personal freedoms, rights and dignity, with special reference to the right to confidentiality and personal identity.

This law also guarantees the rights of legal persons and other organisations and/or associations.

With reference to the Code, Experience Italy Tours Srl (hereafter the "Company") wishes to inform you that:

- Personal data will be requested with the sole aim of handling the booking and related communications.
- The data given will be processed in a strictly confidential manner and in compliance with the above data protection principles, and will be protected by minimum security measures pursuant to articles 33, 34, 35 and 36 of the Code.
- The information provided by the Consumer may be transmitted solely to collaborators and suppliers of the Company insofar as strictly necessary for the management and provision of the purchased services and of related communications; these subjects will process data in their capacity as Data Processors pursuant to art. 30 of the Code or as Data Controllers in accordance with art. 29 of the Code. If the above data are transmitted, the recipients will agree to and sign data protection rules in line with those given herein.
- Under no circumstances will the Company use the data supplied for ends other than those for which they have been given. Data may be used for no other reason.
- The sending of personal data authorizes the Company to use them for communications regarding the service that has been booked or requested pursuant to articles 24 p.1 letter b) and 130 p. 4 of the Code, without having to seek specific consent.

The Controller of personal data is Experience Italy Tours Srl, registered office in Lecco.

The consumer is entitled at any time to obtain confirmation of the existence of these data and to know their content and origin, check their correctness or seek their integration or updating, or correction (pursuant to art. 7 of the Code). Further to the same article the consumer is entitled to seek the erasure, anonymization or blocking of data processed in breach of law provisions, and to object on legitimate grounds to the processing of personal data.

Other information on data processing and data protection laws can be found on the Website or requested to the Company via email (info@lakecomofoodtours.com).

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