

VIA FRANCIGENA TOURS

TERMS AND CONDITIONS

1 INTRODUCTION

- 1.1 Via Francigena Tours ('VFT') ('we' or 'our' or 'us') offers both guided and self-guided tours ('our tour' or 'the tour').
- 1.2 You and everyone on whose behalf you make a booking ('you' or 'your'), accept and agree to be bound by the following Terms and Conditions when you make a booking for our tours.

2 BOOKING PROCEDURE

To book our tour, you need to follow this procedure:

- 2.1 You fill in the Booking Enquiry form for your choice of either a guided tour that we offer or a self-guided tour with details of your travel plans (intended tour departure and end dates and start and end locations).
- 2.2 If you choose a guided tour, we will send you the draft tour itinerary with an indication of the difficulty of the walk, and the price. We require a minimum of 4 people and a maximum of 10 people per tour. Guided tours must be booked at least 4 weeks in advance of the departure date.
- 2.3 If you choose a self-guided tour, and after preliminary discussion, you would like us to plan an itinerary and give a price estimate, we require a €150 non-refundable fee, for tours 3 weeks and under, to cover administration costs. Our fee for a longer tour is quoted on request. The fee will be credited against your tour price if you book the tour. If you do not book a tour, your fee will be payment for the planned itinerary.
- 2.4 If you are in agreement with your itinerary and its price we will send you a Booking Confirmation form along with your draft itinerary with tour inclusions and a tax invoice with a final price. The tour price in the Booking Confirmation is firm provided you pay the requisite amount of the tax invoice within 14 days.
- 2.5 You book the tour by reading and agreeing to the Booking Conditions. Then you return the completed Booking Confirmation form, along with a copy of the photo page from your passport and a Travel Insurance Certificate, and you pay the 30% non-refundable deposit upon the tour price.
- 2.6 The requisite amount of the tax invoice payable is a deposit of 30% of the tour price (if paid more than 60 days before the tour departure date) or the full tour price (if paid less than 60 days before the tour departure date).
- 2.7 If you book a self-guided tour less than 60 days before the departure date, then the requisite amount of the tax invoice payable is the full tour price payable within 48 hours of your receipt of the Booking Confirmation form and tax invoice.
- 2.8 Our legal obligations commence once the requisite amount is received.
- 2.9 If you pay the 30% deposit, then the remaining 70% of the tour price will be payable no later than 60 days before the departure date.
- 2.10 If you book a guided tour less than 60 days before the departure date, then a surcharge of 10% of the tour price will be payable (on a per person basis) and the full tour price will be payable within 48 hours of your receipt of the Booking Confirmation and tax invoice.
- 2.11 We will confirm the final itinerary on payment of the balance tour price or full tour price, as the case may be. If a self-guided tour, we will provide detailed travel and accommodation details when such payment is made.

2.12 All prices quoted are in Australian Dollars (AUD) or Euros (EUR) which are the preferred currencies for payments. If payments are made in a foreign currency, you will be responsible for all foreign currency charges to convert the payment into AUD or EUR.

3. TRAVEL REQUIREMENTS AND YOUR RESPONSIBILITY

- 3.1 Travel Insurance is mandatory for all of our tours because it provides cover for many circumstances which are excluded in these Terms and Conditions. You must also provide your next of kin emergency contact.
- 3.2 It is your responsibility to take out Travel Insurance and to send us a Travel Insurance Certificate with full cover for the tour when you pay the deposit (or the price, if applicable), failing which we reserve the right to not proceed with your booking.
- 3.3 The travel insurance policy must contain cover for: Cancelled or rescheduled Travel Arrangements (cancellation fees and lost deposits); Delayed or interrupted travel (and resumption); Altered travel arrangements; Loss of or damage to baggage, personal effects and travel documents; Medical, dental, pharmaceutical, hospital expenses (hospital cash allowance); Repatriation (evacuation and medically assisted travel); Accidental death or permanent disability; and Personal Liability.
- 3.4 You are responsible to ensure you have the necessary travel documents (a valid passport and all requisite visas and permits) to allow you to travel to and enter each country in which the tour is to take place. No claim can be made against us if you are denied entry into a country in which the tour is to take place.
- 3.5 Your passport must be valid for 6 months from the departure date for your return flight home, otherwise you may be denied boarding on a flight or denied entry into a country.
- 3.6 Visas, if required, are your responsibility to organise. You should use a reliable travel agent to make travel bookings to ensure you comply with the visa requirements of the country you are visiting on the passport that you are travelling under.
- 3.7 You should check for travel warnings and to register your travel with the Foreign Affairs Office of the country which has issued your passport.
- 3.8 Your fitness and health to undertake the tour are your responsibility. Your mobility capacity must be of sufficient strength to walk for long distances at a time, sometimes under strenuous conditions, over terrain with steep slopes and stairs, over cobble stones and uneven surfaces, and occasionally crossing streams.
- 3.9 When we confirm the final itinerary with you, we will provide you with notes and information in regard to trail distances, graded levels indicating the level of difficulty of the particular section, physical preparation and equipment necessary. It is your responsibility to familiarise yourself with this information and be satisfied as to your ability and capability to perform and complete the tour. You accept the risk of injury or even death that may arise from the nature of the tour and the terrain it traverses, and other obvious risks.
- 3.10 You need to obtain a medical clearance from your general practitioner that you have no illness, disability or medical condition which might impede or curtail your participation in the tour. You are responsible for inoculations and to take your own medicines with you.
- 3.12 If you are booked on a tour, and do not arrive to start the tour, or are unable to start or continue with the tour because of an illness, disability or medical condition, then it will be treated as a cancellation by you.
- 3.13 If you are booked on a guided tour, we reserve the right to refuse your participation or continued participation in the tour if we believe on reasonable grounds that for physical or mental reasons you are unable to participate in the tour.

- 3.14 When in a foreign country, you must respect the laws of that country. You accept responsibility for any failure to obey the law of a country in which the tour takes place.
- 3.15 We are not responsible for any injury, death, accident, delay, loss, damage or irregularity occurring to you or for tour cancellation, arising from or resulting from, any events outside of our control, including force majeure events such as acts of God, weather disruptions, detention, delays or expenses arising from quarantine, entry or border difficulties, strike, theft, civil disturbance, terrorism, government restriction, a 'do not travel' travel advice from a government authority, strikes, riots or epidemics ('force majeure events').

4 CHANGES IN THE TOUR PRICES

- 4.1 Tour prices for guided tours displayed on our website or provided on enquiry are correct (to the best of our knowledge) when displayed or provided but are subject to change and may be re-priced until we issue a Booking Confirmation.
- 4.2 Tour prices for self-guided tours quoted when we provide an itinerary are subject to change and may be re-quoted until we issue a Booking Confirmation.
- 4.3 Subsequent to the issue of a Booking Confirmation, tour prices may be changed as a result of factors beyond our control such as currency fluctuations, new taxes, special requirements for board and lodging, new service charges, supplier price changes. Price changes may also be made to correct an error.
- 4.4 All tour prices are quoted in either Australian Dollars (AUD) or Euros (EUR). Any currency conversion charges are your expense.

5 CANCELLATIONS AND SUBSTITUTIONS

- 5.1 You have the right to cancel your booking at any time before the departure date.
- 5.2 If so, we will charge a cancellation fee of 10% of the price and you will forfeit to us an administration fee of 30% of the price to cover administration costs.
- 5.3 If you cancel within 7 days of receipt of the final itinerary, then we will charge the cancellation fee and the administration fee, and refund the rest of the price you have paid to you.
- 5.4 If you cancel after 7 days of receipt of the final itinerary, we will charge the cancellation fee, the administration fee and all non-refundable deposits paid, and refund the rest of the price you have paid to you. If you cancel less than 14 days before the departure date of the tour, you will not receive any refund.
- 5.5 If we increase the tour price by more than 10% after the issue of the Booking Confirmation, as a result of factors beyond our control, you may cancel your booking and receive a refund of the tour price, less the cancellation fee, provided you cancel within 14 days of receiving notification of the price increase and provided the tour has not commenced.
- 5.6 If you cannot proceed with your booking on a guided tour, you are entitled to substitute another person in your place, provided you give at least 30 days written notice prior to the departure date to VFT, and provided the person meets the requirements of, and accepts, these Terms and Conditions. A substitution fee of 10% of the price will be payable to VFT together with any additional costs imposed by our service providers.
- 5.7 We reserve the right to cancel a guided tour before the departure date. We may do so by reason of a force majeure event or failure to pay the whole or balance price or any operational reason. If we cancel our tour, we will refund the price paid, after deducting an administration fee, and that refund will be accepted by you in full and final satisfaction of all claims you may have resulting from such cancellation.

6. ALTERATIONS TO TOURS

- 6.1 You appreciate and acknowledge that the nature of travel at times requires flexibility. You acknowledge that the route, schedules, itineraries, amenities and mode of transport may be subject to alteration without prior notice, due to local circumstances or force majeure events, safety and or other unpredictable or unforeseeable circumstances.
- 6.2 You accept such alterations to our tours and will not hold us responsible for loss of enjoyment, delays, extra charges or other compensation flowing from such altered arrangements. If you consider that the altered arrangements are not suitable for you, you may cancel your further participation in the tour, but cannot expect to receive any refund for unused tour arrangements, or compensation for alteration fees charged for altered arrangements.

7 SERVICE PROVIDERS

- 7.1 We undertake to perform our services with due care and skill. When we book hotels, ground operators, transport operators and other suppliers (our 'service providers') for you, we will exercise due care and skill to ensure they are suitable and that the information we provide you about our service providers is correct, accurate and up to date.
- 7.2 We rely upon our service providers to carry out their roles. You acknowledge that we cannot be held responsible if a service provider is unsuitable for a reason which we are not aware, or could not, after reasonable enquiry have become aware.
- 7.3 You understand that the bookings we make with our service providers are made on your behalf, subject to their terms and conditions, and that any complaints about their services should be directed to them. We do not accept any responsibility or liability for any injury, death, accident, delay, loss, damage or irregularity occurring, arising from or resulting from, any act or omission caused by our service providers, for the services they provide.
- 7.4 You accept that our relationships with our service providers and our tour itineraries are proprietary information, and you agree not to use that proprietary information to interfere with those relationships or replicate our tours.

8. COMPLAINTS AND CLAIMS

- 8.1 If you have a complaint about any service we provide, you must, if on a guided tour, firstly inform your tour guide whilst on the tour so that they have the opportunity to rectify the problem. Any complaint must be put in writing to us within 30 days of the end of the tour.
- 8.2 Any complaint with your hotel room or facilities provided by a service supplier, should be taken up with the hotel or supplier at the time the problem arises so that they may rectify the problem. Any complaint to us must be put in writing within 30 days of the end of the tour.
- 8.3 The law which applies to VFT tours is the law which applies of New South Wales, Australia, and the Courts of that State have exclusive jurisdiction.