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Travel-Lab S.a.s. di Costa Stefano e C.

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## **Terms of service and use of the site**

### **Introduction**

Travel-Lab S.a.s. di Costa Stefano e C., based in Località Fornace, 194 – 43032 Bardi (PR) – Italy, hereinafter – Travel-Lab/BookYourItaly, is a company which operates in the field of preparation and marketing of tourism services accessories, such as excursions, guided tours, private tours, tastings, tour packages and so on... It performs its business primarily through the internet, and is the owner of the multilingual website [www.bookyouritaly.it](http://www.bookyouritaly.it) and sites connected to it. It is registered in the commercial register of Parma at no. 272968, and its registered office in Località Fornace, 194 – 43032 Bardi (PR) – Italy. These terms and conditions of service and use of the site must be accepted in their entirety and without exception by the user and registered by the purchaser and/or third party/ the recipients of the service / product purchased on Travel-Lab/BookYourItaly.

### **Terms of use**

The user declares to be a natural person (consumer) and to be of age. In order to use some functions of the site some personal information/contact must be provided. The user must provide an e-mail that corresponds exclusively to his/her personal data and not that of a third party. The supplying of true e-mail contact, is a necessary requirement for the use of the goods and services offered by Travel-Lab/BookYourItaly and for the proper performance of the latter. The user may not copy, reproduce, republish, download, post, broadcast, transmit, make available to the public, or otherwise use the content from Travel-Lab/BookYourItaly (including text, images, URLs, pricing information, etc.) in any way except to use the services provided by Travel-Lab/BookYourItaly. Your use of the site [www.bookyouritaly.it](http://www.bookyouritaly.it) is intended for personal and non-commercial use and/or to make legitimate requests to book the products, services, or goods offered. You must agree to not use this site to make any speculative, false, or fraudulent requests. You agree not to use robots or other automated means to access this site, unless specifically authorized by Travel-Lab/BookYourItaly. You represent, undertake and warrant that you (a) have not been

previously suspended from Travel-Lab/BookYourItaly or otherwise banned from the site, (b) are not to be a direct competitor of Travel-Lab/BookYourItaly, and (c), that you have full power and authority to accept these Terms of Service and in doing so will not violate any other agreement or contact which you have undersigned or complied with. In any case, the user is banned to post or transmit through the website and mobile application illegal content or violates the rights of others or are offensive, defamatory, invasive of privacy or vulgar content, obscene, or in any case objectionable, inciting to conduct a criminal offense, or which may generate a civil responsibility, or that violates any law, or which contain advertising or solicitation concerning to products and services. It is also forbidden for the user, regarding the use of the website (i) to restrict or inhibit another user over the use of the website (ii) display and implement stress of a commercial, religious, political or of any kind, including which, by way of example and without limitation, the invitation, even indirectly, to prefer other services on line or off line, or services which could compete with those offered by Travel-Lab/BookYourItaly.

### **Object of the contract**

Travel-Lab/BookYourItaly sells and the buyer buys the products, goods, or services selected and booked by the purchaser through the website [www.bookyouritaly.it](http://www.bookyouritaly.it). Travel-Lab/BookYourItaly offers their goods, services and products to buyers exclusively in the Italian territory, of any nationality and residence, who request them. The user can place an order for purchase of the product, good, or service from Travel-Lab/BookYourItaly on the site in accordance with the purchase procedure contained therein. Travel-Lab/BookYourItaly reserves the right not to accept purchase orders and incomplete or not properly completed bookings. The goods and services offered on this site can be of two types: 1) "Confirmed" 2) "On request". In the case of "Confirmed" services, availability will be confirmed to you by Travel-Lab/BookYourItaly through e-mail within 24 hours, and the corresponding amount will be charged to the credit card of the customer or asking sending the user a full payment via bank transfer to be sent within 24 hours from the confirmation. In the case of services with "On request" noted, once it is booked by the user, the availability of service will be confirmed by Travel-Lab/BookYourItaly via e-mail within 48 hours from the reservation enquiry and the corresponding amount will be charged to the credit card of the customer or asking sending the user a full payment via bank transfer to be sent within 24 hours from the confirmation.

Vouchers and features of the service / good / product : Once successfully completing the purchase process, you will receive an Travel-Lab/BookYourItaly voucher customized for each tour, event or service booked, with all the notes for the reserved goods: meeting-point, name of local supplier/partners, suggestions for clothes/shoes and so on... User must print all vouchers and necessarily have to present them for the purchased service, to the third supplier/partners of Travel-Lab/BookYourItaly which directly provides the service itself. The Travel-Lab/BookYourItaly vouchers should be printed on paper or displayed on a Tablet or Smartphone. The booking cannot be convalidated without the presentation of a valid Travel-Lab/BookYourItaly voucher. For safety reasons, at the time of presentation of the Travel-Lab/BookYourItaly voucher, you may need to present a valid photo ID and sign the Travel-Lab/BookYourItaly voucher. In case of damage caused by the customer to transportation, structure, furniture and/or furnishings of the partner or supplier of the service, Travel-Lab/BookYourItaly will provide the partner or service provider references and personal customer contact information if necessary to make good the damage created. Services, goods and products will be described in detail in individual bids published on the website [www.bookyouritaly.it](http://www.bookyouritaly.it), where you will learn the essential characteristics of the products and their prices

## **Prices**

The prices listed on [www.bookyouritaly.it](http://www.bookyouritaly.it) are per person, unless otherwise specified. The currency of prices is: Euro; any commission fees for the possible conversion of the price in different currencies charged directly by the credit card company will be paid by the buyer and the buyer will not ask any refund to Travel-Lab/BookYourItaly. Price quotations may be subject to change without notice, until a booking has been confirmed. Prices do not include tips/gratuities to guides, drivers or local guides; commissions for the issue of passports and visas, personal insurance and luggage insurance, any items of a personal nature, or any food or beverages not specifically listed under "inclusions" on the product pages of [www.bookyouritaly.it](http://www.bookyouritaly.it).

## **Payment**

Payment by credit card is required to make a reservation and purchase the goods/service/product you choose. The amount will be charged on your credit card at the time of booking. In the case of non-acceptance of the booking by Travel-Lab/BookYourItaly, or if the booking is not confirmed, the amount charged will be credited back. To provide payment, the user must proceed to activate the procedures for payment on the [www.bookyouritaly.it](http://www.bookyouritaly.it) website directly with the manager of the credit card. This activation will be done through user acceptance of the conditions of service of such operators resulting in their authorization to make payments in accordance with the instructions given and in accordance with any costs of the credit card itself.

Buyers can also pay by bank transfer sending to Travel-Lab/BookYourItaly a copy of it within 24hours from the confirmation e-mail; The currency must be the same day of the payment via bank transfer;

## **Cancellations and Refunds**

The reimbursement by Travel-Lab/BookYourItaly will be made within 30 working days by crediting the credit card used. The Travel-Lab/BookYourItaly voucher contains a description of the services and the conditions and timing of the cancellation/refund. If the Voucher does not contain the same information, in case of cancellation of the service made by the buyer on the site, Travel-Lab/BookYourItaly will apply the following terms:

- Up to 21 working days prior to the start of the activity: full refund of the service paid by the buyer;
- From 20 to 10 working days prior to the start of the activity: 50% refund of the price paid;
- From 9 to 0 days prior to the beginning of the activity or non-use by the buyer of the product: no refund.

For counting the days the following rules apply:

- The day of the activity is not counted;
- The days begin at 00.00 and end at 24.00 hours in the time zone in force in Italy (GMT +1).

Under no circumstances may you change or cancel an event that includes the sale of a ticket to a museum, a theater, musical or sport event. Ticket sales are final and cannot be changed once the purchase has been confirmed. If, before the execution of the purchased service, payment of credit card is revoked or is not honored, this will be considered as a cancellation and cancellation fees will apply. In the above cases Travel-Lab/BookYourItaly reserves the right to make further claims. The third parties, partners or service providers

to Travel-Lab/BookYourItaly will cancel the task without compliance with the terms of cancellation if weather conditions, governmental actions, socio-political, unpredictable actions or external circumstances can make the course of business impossible or considerably more complex causing possible hazardous situations for clients. This will be done with the exclusion of any other claims or compensation for damages by the customer. The third parties, partners or service providers to Travel-Lab/BookYourItaly have the right to refuse admission or to exclude from the activity of the purchaser and/or other members of the group if eligibility requirements are not met, or if the purchaser's interest or that of other members of the group puts at risk, or interferes with the proper conduct of business. In these cases, the customer will be reimbursed of the price paid in accordance with the timing and the manner described above. The third supplier/partner also reserves the right to make minor changes to the program, if deemed necessary, due to unforeseen circumstances.

### **Validity of the product, modifications and amendments**

All products, tours and services offered by Travel-Lab/BookYourItaly are valid for the dates that appear in [www.bookyouritaly.it](http://www.bookyouritaly.it) at the time of booking. All requests for modifications should be directed to the Travel-Lab/BookYourItaly Customer Care team that processes the request at the address [info@bookyouritaly.it](mailto:info@bookyouritaly.it). Travel-Lab/BookYourItaly applies no extra charge to change the date of an existing reservation, only if the new requested date is available, if the new request is received by our customer support team more than eight (8) days before the confirmed date of the prior activity. All other change requests are subject to availability of the service from third party partners and/or service providers; Travel-Lab/BookYourItaly does not guarantee the success of the request for change of date and/or any changes to the service purchased. If you request a change of date within seven (7) days or less of your confirmed date for the service requested, the requested changes may incur additional charges which will be communicated at the time of confirmation of service. If you make a purchase using an Travel-Lab/BookYourItaly promotion code, or if you buy a service offered at the time of purchase, in the event of a request to change the itinerary and/or service offered, the special promotion or discount may be canceled. Occasionally, our partners and/or service suppliers of Travel-Lab/BookYourItaly can change tour dates, prices, characteristics of service, age requirements, etc.. In this situation, Travel-Lab/BookYourItaly reserves the right to cancel, modify or substitute any service, tour, activity, even in the presence of existing bookings, at any time, for any reason. In these cases, the Travel-Lab/BookYourItaly user will be offered alternative services, and if the alternatives offered are not to the liking of the user, you will be entitled to a full refund of the original purchase price.

### **Disclaimer & Limitation of Liability**

In no event will Travel-Lab/BookYourItaly be liable for any of the following losses or damages (whether such damage were foreseen, foreseeable, known or otherwise): (a) loss of data, (b) loss of revenue or anticipated profits, (c) loss of business, (d) loss of opportunity; (e) loss of goodwill or injury to reputation; (f) losses suffered by third parties, or (g) any indirect consequential, special or exemplary damages arising from the use of [www.bookyouritaly.it](http://www.bookyouritaly.it) regardless of the mode. Travel-Lab/BookYourItaly, in the organization of various activities, services and experiences is not responsible for coincidences with the itineraries of individual customers, shall not be liable for injury, damage, loss, accident, delay or irregularity, liability or expense to person or property due to act of default by any hotel, carrier or other company or person providing services included in the tour/services purchased. In addition, Travel-Lab/BookYourItaly will not be liable or responsible for any illness, theft, labor disputes, machinery breakdown, government riots, acts of war and/or terrorism, weather conditions, defect in any vehicle of transportation or for any

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### **Property and rights on the website and its content**

All content on the website, including logos, pictures, captions, are the exclusive property of Travel-Lab/BookYourItaly or third party licensors, holders of intellectual property rights and economic use. Therefore it is expressly forbidden to copy, distribute, transmit, publish, through links of any other form of processing, or use the site and its contents without the prior written consent of Travel-Lab/BookYourItaly.

### **Protection of personal data**

All data provided by the user when filling in the fields provided during reservation on the website will be processed by [www.bookyouritaly.it](http://www.bookyouritaly.it) – Travel-Lab S.a.s. di Costa Stefano e C., based in Località Fornace, 194 – 43032 Bardi (PR) – Italy. For the right use of the goods and services offered by Travel-Lab/BookYourItaly and the correct performing of the same by Travel-Lab/BookYourItaly users have to provide their personal data, bestow and authorize the treatment of their data. If you deny the treatment of your personal data, Travel-Lab/BookYourItaly will not be able to perform its services. Travel-Lab/BookYourItaly can also use your personal data for the following purposes: - To send and provide the information linked to required services; - To send commercial and informative emails on products, services and goods supplied by Travel-Lab/BookYourItaly; - To outline and trace users' demographic information; - To identify our website contents more interesting for users; - To identify more suitable contents in order to send commercial emails.

The personal data you provide may be disclosed to third party companies, nominated as Responsible, for the following purposes:

- To fulfill the obligations imposed by laws, regulations and legislation or regulations issued by authorities empowered by law or by bodies of supervision and control;
- To respond to purposes related to the management of relationships with users;
- To start and perform a legal process;

To provide personal data for all the above purposes is necessary and any possible denial will prevent Travel-Lab/BookYourItaly to perform any kind of service. The data controller is now Travel-Lab S.a.s. di Costa Stefano e C., based in Località Fornace, 194 – 43032 Bardi (PR) – Italy . User can exert the rights mentioned in the article 7 of the Italian Personal Data Protection Code (Legislative Decree 196/2003). Among the others, there is the right to obtain the confirmation by the Holders of the treatment of the existence of

their personal data and their communication in an intelligible form, the right to know the modalities and the logic of the treatment, and to request the updating and integration of that data, their cancellation or transformation by anonymous form, in case of violation of the law, and to oppose to their treatment. These rights can be exercised by writing to each holder (attaching a copy of your passport) at Travel-Lab S.a.s. di Costa Stefano e C., based in Località Fornace, 194 – 43032 Bardi (PR) – Italy.

**Applicable law and jurisdiction**

The contract is governed by Italian law. For any dispute that may arise regarding the interpretation, execution and termination of this relationship, the parties consent to the exclusive jurisdiction of Parma prejudice to the provisions of the law with respect to the hole of the consumer referred to the Italian Consumer Code (Legislative Decree . 206 of 2005).