

# Conditions of Booking



## 1. INTRODUCTION: CONCEPT OF TOURISTS AND TOURIST SERVICE

I GO TRAVEL proposes the sale at an inclusive price of the following tourist services:

- transport
- accommodation
- tourist services not ancillary to transport or accommodation

It's a tourist and/or client to the effects of these general conditions, the party requesting to I GO TRAVEL availability of the tourist services proposed, each of the parties listed by the applicant as the beneficiary of the tourism services, each of the beneficiary parties of the services offered by I GO TRAVEL.

## 2. AUTHORISATIONS

The technical organization is I GO TRAVELs which carries on business as a result of SCIA January 23, 2013.

I GO TRAVEL signed with Generali S.p.a. policy no. 332128010 on January 14, 2013, Insurance for General Liability.

## 3. INFORMATION REQUIRED TO THE TOURIST: TECHNICAL SHEET

I GO TRAVEL prepares a technical sheet in the programme out of print, even on electronic support or on-line. The elements required to be included in the technical catalogue or off-catalogue programme are:

- extremes of S.C.I.A.;
- Civil Liability insurance policy details
- period of validity of the catalogue or programme out of print, or any travel;
- terms and conditions for the replacement of the traveller;
- parameters and criteria for adjusting the cost of the trip;

I GO TRAVEL will also be able to enter any further conditions of the tourist services offered into the technical sheet.

Following the conclusion of the contract and, in any case, before the departure, I GO TRAVEL inform passengers about the identity of the actual carrier/s.

### 4.a. RESERVATIONS AND CONCLUSION OF THE CONTRACT BY WEBSITE

The request for availability of the tourist service shall be edited on the appropriate information form on this website [www.igotravelnetwork.com](http://www.igotravelnetwork.com), completed in its entirety.

After receiving this request of information and availability, I GO TRAVEL send a contract proposal with the characteristics of the tourist service offered and its price to the email address provided by the customer in the form.

The client, accessing the private area of the website [www.igotravelnetwork.com](http://www.igotravelnetwork.com) with the credentials received in the proposal referred to in paragraphs above, will confirm the tour package by clicking on ACCEPT and will make the payment of the price in the manner set out in Article. 5.

The contract shall be considered concluded when I GO TRAVEL will have an understanding of the accepted proposal.

It being understood that the successful conclusion of the contract, in accordance with the preceding paragraph, I GO TRAVEL, before the departure, it will send to the customer, by email, the document containing details of the tourist service purchased and the information not provided previously and not included in the catalogue, in the contractual documents, brochures or, in any case, on the website [www.igotravelnetwork.com](http://www.igotravelnetwork.com).

### 4.b. RESERVATIONS AND CONCLUSION OF THE CONTRACT BY E-MAIL

The request for availability of the tourist service must be performed either by filling in the information request form, available on the website [www.igotravelnetwork.com](http://www.igotravelnetwork.com), completed in all its parts, or by submitting a free request by e-mail.

Receiving that request for information and availability, I GO TRAVEL will send, to the email address of the customer, the following documentation:

- Contract proposal with characteristics of the tourist service offered and its price;
- General terms and conditions of I GO TRAVEL;
- Privacy form;
- Acceptance form
- The offer submitted by i go travel will be considered valid for the duration of 72 h.
- The acceptance of the proposal by the customer, is made in accordance with the following procedures :
- acknowledgement of contract proposal, general terms and conditions, privacy form and acceptance form to be sent via email by i go travel;
- after viewing the documents the client will fill in and sign the special acceptance form in its entirety;
- after filling out and signing the acceptance form, the customer will transmit the same by email to the e-mail address [info@igotravelnetwork.com](mailto:info@igotravelnetwork.com)
- the contract is considered concluded when i go travel will receive the acceptance form, completed and signed, and the price is paid by bank transfer, with the rules of art. 5.

After the successful conclusion of the contract in accordance with the preceding paragraph, I GO TRAVEL, before the departure, it will send electronically to the customer the documents containing the details of the purchased tourist service and the information not previously provided and not in the catalogue, in contractual documents, brochures or, in any case, on the website [www.igotravelnetwork.com](http://www.igotravelnetwork.com).

## 5. PAYMENT AND DEPOSIT

The customer, when accepting the tourist service pursuant to in art. 4, should make the full payment in the manner specified by I GO TRAVEL on its website.

The customer can make the payment:

- Directly on the website, by electronic basket, following the instructions provided by I GO TRAVEL (in the case that the reservation has taken place entirely on the site);
- By bank transfer in favour of I GO TRAVEL, to be made not later than 72 hours since the quotation is accepted;

The failure of the payment at the moment of the confirmation of the proposal constitutes an express termination clause of the contract.

The parties expressly agree that the sum of 25% of the price paid by the visitor shall be deemed as a security deposit pursuant to art. 1385 of the Civil Code

Any charges for the credit of the amounts provided have to be paid by the consumer.

The documentation required for the trip will be sent to the customer after the payment of the price.

## 6. PRICE

The cost of the tourist service is indicated in the proposal.

The price could be changed by I GO TRAVEL up to 20 days before the date of the departure and only as a result of changes in:

- Transportation costs, including the cost of fuel;
- Duties and taxes on certain types of tourist services, such as dues, landing taxes, embarkation or disembarkation fees at ports and airports;
- Exchange rates applied to those services.

For the changes the organizer refers to the cost of the exchange rate and costs mentioned above in effect on the date of publication of the programme, as reported in the technical file of the catalogue or on the date shown in the updates.

The increasing revision cannot be more than 10% of its original amount.

The price of the proposal is expressed in Euro.

Unless otherwise stated, the price does not include: vaccination costs, insurance, drinks (water, wine, coffee, etc.) not included in the travel proposal, excursions out of programme, tips and personal expenses.

## 7. MODIFICATION OR CANCELLATION OF TOURIST SERVICE PRIOR TO DEPARTURE

Before the departure I GO TRAVEL, if there is a need to change significantly one or more elements of the contract, gives immediate notice in electronic writing to the tourist (indicating the type of change and the changing price that follows) for the purposes of acceptance.

In case the tourist doesn't accept the proposed amendment referring to the preceding paragraph, he can alternately require the return of the sum already paid or the enjoyment of the offer of a replacing tourist service pursuant to art. 8.

Tourists can employ the above rights also when cancellation depends on causes of force majeure and fortuitous events, related to the tourist service purchased.

For cancellations due to different causes from force majeure, fortuitous events, as well as for those different from the non-acceptance by the tourist of the tourist service offered alternatively, I GO TRAVEL returns to the tourist the double sum of the deposit equal to 25% of the price.

It should not be considered as significant changes, referring to the last chapter, those relating to a different hotel from that one indicated in the tour proposal, provided that the new facility is of the same level and is situated in the same geographical and cultural area as originally proposed. In the last case I GO TRAVEL will communicate to the tourist references and details of the different hotel facilities, while the tourists will have no rights of withdrawal.

## 8. WITHDRAWAL OF TOURIST AND PENALTY

The tourist can withdraw from the contract without penalty, in the absolute hypotheses below:

- more than 10% of increase of the price referred to art. 6;
- significant modification of one or more elements of the contract considered fundamental to the enjoyment of the whole tourist service and proposed by the organizer after the conclusion of the contract but prior to departure, and not accepted by tourists.

In the cases mentioned above the tourist has alternately right:

- To make use of an alternative tourist service, with no extra cost or with refund of the price if the second tourist service has a lower value than the first;
  - To the return of the price already paid. The refund must be made within seven working days since the request for reimbursement is received, the tourist must communicate his decision (to accept the change, or withdraw) no later than two working days since he received the communication of increase or change. In the absence of express notice within the time limit, the proposal made by the organizer is considered accepted.
- In the case in which the tourist withdraws from the contract before the departure, out of the cases listed at paragraphs a) and b) of this article, I GO TRAVEL retains the following penalties:
- In case of cancellation after the booking, the organizer will keep the amount equal to 25% of the price referred to Article. 6, paid pursuant to art. 5 and can hold an additional sum equal to 5% of the price paid, as penalty for the reimbursement of the cost of individual practice management, cost of insurance coverage required at the time of conclusion of the contract or other services already given, except, in each case, the claim of the major damage pursuant to Art. 1382, paragraph 1, of Civil Code;
  - In case of withdrawal from 119 days to 90 days before the departure, the organizer will keep an amount equal to 50% of the price paid;
  - In case of withdrawal from 89 days to 60 days before the departure, the organizer will keep an amount equal to 75% of the price paid;
  - In case of withdrawal from 59 days to day of departure an amount equal to 100% of the price paid will be retained to the tourist.

The withdrawal terms and penalties mentioned above are valid for land services. The flight tickets are always 100% non-refundable. The conditions expressed above (point n.8) are considered valid unless otherwise specified by the organizer.

It is, however, expressly excluded - pursuant to art. 32, paragraph 2, Code of tourism - the right of withdrawal of the customer as provided for in Art. 64 and ss. Legislative Decree no. 206/2005.

## 9. CHANGES AFTER DEPARTURE

If after the departure there is inability to provide an essential part of the services included in the contract, for any reason, except for a cause of the tourist, I GO TRAVEL will provide alternative solutions without additional cost to the contractor and, if the services provided are of a lower value than those provided, will refund the difference.

If there are no alternative solutions, or the solution proposed by the organizer is refused by the tourist for proven and justified reasons, I GO TRAVEL provides, at no additional cost, a vehicle equivalent to the original one for the return to the starting point or other place as may be agreed upon, depending on the availability of resources and means, and refund the difference between the cost of benefits provided and the services performed up to the time of early return.

## 10. ASSIGNMENTS OF CONTRACT

The tourist who renounces can assign the contract to another person provided that:

- the organizer is informed about it in writing at least 10 working days before the date set for the departure, receiving communication of the reasons for the change and the substitute's personal details;
- the substitute satisfies all the conditions for the use of the service and in particular the requirements for passports, visas, health certificates;

- c) the same services or other substitute services can be provided as a result of the substitution;  
 d) the substitute reimburses the organizer for all additional expenses due to the substitution process which will be quantified before the sale.

The tourist and the substitute shall be liable for the payment of the balance due and the amounts referred to subparagraph d) of this Article.

Any additional terms and conditions of substitutions are indicated in the technical file.

#### 11. TOURISTS AND CONSUMERS' OBLIGATIONS

During the negotiations and before concluding the contract, all general information in writing of the date of publication of the catalogue, relating to health requirements and necessary documentation to travel abroad will be provided to the Italian and foreign citizens. Foreigners have to get the relevant information through their diplomatic missions and/or their official government information channels.

In any case, the tourists will provide, before the departure, to verify the updates with the competent authorities (for Italian citizens, the local police headquarters or the Ministry of Foreign Affairs through the site [www.viaggiare Sicuri.it](http://www.viaggiare Sicuri.it) or the Central Office Telephone number 06.491115 ) adapting to them before the trip. In absence of such verification, the intermediary or the organizer have no responsibility if one or more customers are not able to depart.

Consumers must inform I GO TRAVEL about their citizenship and, at the time of departure, will definitely make sure to own their vaccination certificates, individual passport and every other document valid for all countries and places visited, as well as stay visas, transit and health certificates that may be required.

In addition, in order to assess the health and security of the countries of destination and, therefore, the objective usability of the services purchased or to be purchased, the tourist will retrieve (using the information sources listed in paragraph 2) the official general information at the Ministry of Foreign Affairs which expressly suggests if the destinations are or aren't subject to formal discouragement.

Consumers will also have to follow the rules of prudence and diligence and to those specifications in force in the countries of destination, all the information provided to them by I GO TRAVEL and regulations, administrative or legislative instructions relating to the service tourism. Consumers will be liable for all damages that I GO TRAVEL, the organizer and/or the intermediary also may suffer because of the non-compliance with the obligations listed above, including the costs necessary for their return.

The tourist is required to furnish to I GO TRAVEL all documents, information and evidence in its possession relevant to the exercise of the right of subrogation to third parties responsible for the damage and is responsible to I GO TRAVEL of injury caused to the right of subrogation.

The tourist also communicate in writing to I GO TRAVEL, at the time of the inquiry and in any event prior to conclusion of the contract, any special personal requests that may be subject to specific agreements on travel arrangements, provided that the implementation is possible.

The tourist is always required to notify I GO TRAVEL of any needs or special conditions (such as, but not limited to, pregnancy, food allergies, disabilities) and to explicitly specify the request for personalized services.

#### 12. HOTEL CLASSIFICATION

The official classification of hotels is provided in the catalogue or other informative material only on the basis of explicit and formal indications by the competent authorities of the country where the service is provided and in accordance with national and Community law.

#### 13. ASSISTANCE OBLIGATION

I GO TRAVEL must provide the assistance to the tourist imposed by the criterion of professional diligence only in respect of obligations required by law or contract.

I GO TRAVEL is exempt from all responsibilities when non-compliance of the contract is chargeable to the tourist or third parties due to unforeseen or unavoidable facts, or was caused by a fortuitous event or force majeure.

#### 14. CLAIMS AND COMPLAINTS

Any failure in the contract must, on pain of forfeiture, to be contested by the tourists to I GO TRAVEL while travelling through timely submission of written complaint, even for the purposes of art. 1227 cc, so I GO TRAVEL, its local representative or the guide may promptly remedy the situation. Otherwise the breach of the contract cannot be contested.

The tourist must, under penalty of forfeiture, complaint by sending a registered letter with acknowledgment of receipt, or other means to ensure proof of receipt to I GO TRAVEL, not later than ten working days after returning to the location of departure.

i go travel is not responsible for any inconvenience caused by:

- lost, stolen flight tickets;
- not presentation or presentation of expired documents (identity card, visa, passport, certificate of vaccination), not valid documents or not in accordance with the applicable laws at the time of arrival to customs or during the check-in.
- unexpected accident caused by a third party: wars, political upheavals, strikes, technical problems outside i go travel, traffic on the streets or in the air space, hijacking, adverse weather conditions, delay, damage of the engine of the means of transport, theft of luggage or personal objects or something else.

no refund of any kind will be made as a result of delays and itinerary changes and accidents of the above mentioned - for example change in length of the planned route or connection. any additional expenses (fees, hotel, parking) will be charged to the customer.

#### 15. INSURANCE COSTS OF CANCELLATION AND VARIOUS RISKS

Unless otherwise specified, no insurance is included in the prices that we offer.

I GO TRAVEL advises to tourists signing with insurance companies and/or Third Parties special insurance policies for all risks, but not limited to, expenses and damages arising from the cancellation of tourist service, from injury, from diseases, loss and other events relating to the luggage.

Tourists can also stipulate insurance contracts and/or assistance covering the cost of repatriation in case of accident, illness, incidentals and/or force majeure with insurance companies and/or Third Party.

The tourist will employ the rights arising from such contracts exclusively against Insurance Companies and Third Parties stipulating the conditions and in the manner provided by such policies.

#### 16) GUARANTEES TO THE TOURIST

I GO TRAVEL informs that organized tourism contracts are supported by appropriate guarantees provided by the Organizer and the Travel Agent which, for both international and national travels, guarantee the refund of the price paid for the purchase of the tourist package and the immediate return of the tourist in case of insolvency or bankruptcy of the intermediary or organizer in accordance with II or III comma of art. 50 Decreto Legislativo 23 May 2011 n. 79: Consorzio FOGAR - Filo Diretto Assicurazioni - Policy N°

5002002211L

#### 17. OPERATIONAL CHANGES

Considering the catalogs containing information on how to use the services are published very far ahead of the departure, it should be noted that the timetables and flight routes indicated in the proposal of the services may be subject to variations as they are in any case subject to a subsequent validation. Therefore, the tourist / traveler must request confirmation of the services at his / her agency prior to departure. The Organizer shall inform the passengers about the identity of the actual carrier(s) within the timeframe and in accordance with the provisions of Art. 11 of Reg. EC 2111/2005. (referred to in Article 3).

#### ADDENDUM - GENERAL CONDITIONS OF SINGLE TOURIST SERVICE SALES CONTRACT

##### a) Legal provisions

Contracts that have the sole purpose of providing a single transportation service, accommodation only service, or any other separate tourist service, as they cannot be considered as a negotiating arrangement of a travel organization or a tourist package, are regulated by the following provisions of the CCV : Art. 1, n. 3 and n. 6; articles from 17 to 23; articles 24 to 31 (limited to parts of these provisions that do not refer to the organization contract) and other arrangements specifically related to the sale of the single service contracted. A vendor who undertakes to provide to a third party a separate tourist service, which may be done in electronic form, is obliged to issue to the tourist all documentation pertaining to the service, which shall include the sum paid for the service, shall in no way be considered as travel organizer.

##### b) Contract conditions

The following clauses of the general terms and conditions of the sale of the above-mentioned tourist packages are also applicable to these contracts: art. 4, paragraphs 1 and 2; art. 10; art. 15. The application of these clauses does not absolutely determine the configuration of the relevant services as the subject of a tourist package. The terminology of the aforementioned clauses relating to the tourist package contract (organizer, travel etc.) should therefore be understood with reference to the corresponding figures in the sales contract of individual tourist services (vendor, stay, etc.).

Data Protection Directive 95/46/EC and the subsequent amendments

Personal data processing, which is required for the conclusion and execution of the contract, is carried out in full compliance with the European Data Protection Directive 95/46/EC and subsequent amendments in paper and digital form. The customer may at any time exercise the rights of that particular European Directive by contacting the data controller: I Go Travel Snc., con sede in Tronzano Vercellese, Via Monte Grappa 14, Fiscal Code and VAT number 02529930022, email: [info@igotravelnetwork.com](mailto:info@igotravelnetwork.com)  
 Obligatory notification pursuant to Article 17 of the Italian Law No. 38/2006.

"Italian law punishes with imprisonment crimes involving prostitution and child pornography, even if committed abroad."  
 Feel free to contact us if you have any questions.



**I GO TRAVEL snc**

Headquarter: via Monte Grappa n. 14 comune di Tronzano Vercellese cap 13049 Itlia:  
 (+39) 0161 1681122 – World (+39) 0161 1681123  
[www.igotravelnetwork.com](http://www.igotravelnetwork.com); e.mail: [info@igotravelnetwork.com](mailto:info@igotravelnetwork.com)  
 VAT N°: 02529930022 C.C.I.A.A. of Vercelli N. 02529930022