

Terms and Conditions

Art. 1 -Applicable Law

1.1 These General Conditions are regulated by the present Terms and Condition and shall be interpreted and executed in accordance with the laws of Italy.

1.2 Furthermore this Contract is regulated by Legislative Decree Number 206, dated 6 September 2006 ("Consumer Code") in application of the Council Directive 90/314/EEC and by the International Convention of Bruxelles on Travel Contracts (C.C.V.) ratified and executed in Italy with the Law Number 1084 dated 27 December 1977.

1.3 In no case responsibility of TRAWEL will exceed the limits stated by the above mentioned laws.

Art. 2 – T.O. obligations

2.1 T.O. is a tour operator; that means a person who undertakes in his own name to provide for another, for an inclusive price, a combination of services comprising transportation, accommodation separate from the transportation or any other service relating there to.

2.2 TO attests that it owns regular licences, certifications and insurances to pursue Tour Operating activity according to and in compliance with National Laws in force into its own country of residence

2.3 T.O. has no power of attorney given from TRAWEL and can not mislead third parties on his real role of organiser.

2.4 All prices indicated are confidential to the T.O. Disclosure of the same to different addressee without written consent from TRAWEL will sue in legal action.

Art. 3 – TRAWEL obligations

3.1 TRAWEL is an intermediary and a dealer of separate services or all inclusive packages; that means a person who undertakes to provide for another, for a price, either an organised travel contract or one or more separate services rendering possible a journey or sojourn, according to art. 3.1. of C.C.V. and art. 83.b of Consumer Code.

3.2 TRAWEL will furnish to the T.O. separate services or all inclusive packages acquired from his internal providers.

3.3 TRAWEL acts as intermediary only and T.O. is solely responsible for the correct

reservation of the services with the internal providers. TRAWEL does not assume and herewith explicitly excludes any responsibility or liability in the place of or on behalf of the providers.

3.4 TRAWEL is an incoming tour operator with licence number 126715/05, issued by the Province of Milan on July 28, 2005..

3.5 TRAWEL is covered by insurance policy for civil liability number 100079670 RC dated December 31, 2007 according to Italian laws.

3.6 TRAWEL will periodically provide the T.O. with any update of the Confidential Tariff, and material for the implementation of it.

3.7 TRAWEL will confirm any T.O. booking's requests only by fax or by email. No other means will be accepted for the confirmation.

3.8 TRAWEL has the right to change part(s) of this General Conditions at any time. Art.

4 – Rates

4.1 TRAWEL GOLF rates are displayed into Trawel Golf Confidential Tariff or into ad hoc quotations requested by T.O. Trawel Golf Confidential Tariff is part of the present Terms and Conditions.

4.2 Rates are net and include valued added tax (VAT). Prices are quoted and payable in EURO.

4.3 In the event of variation of rates applied by suppliers TRAWEL will make its best efforts to inform promptly T.O. about them.

4.4 Rates contained in our Confidential Tariff are subject to change without notice only for acts of government, other authorities or force major event.

4.5 Regarding confirmed bookings, TRAWEL reserves the right to alter prices only in case of changes justified by variations in: -transport cost (i.e. fuel) -valued added tax
If the total price increase is more than 10% of the total amount of the booking, the T.O. will be allowed to withdraw from the contract without penalties, upon written communication to TRAWEL within 48 hours. In no case the price can be increased in the 30 days preceding the arrival of customers.

4.5 Credit facilities must be requested in writing and are put in place to the unquestionable judgement of TRAWEL. In all cases where credit facilities are declined, full payment must be paid within deadline.

4.6 In the event that extra charges, not normally payable by the T.O., are not settled by the guest on departure from the hotel, the T.O. will become liable for all such charges.

Art. 5 – Payments and Cancellations

5.1 Payments for Groups reservation: Payment deadlines will be stated into the Booking Confirmation. In any case payments must be made in full according to deadline (unless credit facilities are authorised by TRAWEL), failure to comply will result in the booking being released. For all confirmed bookings of groups placed with TRAWEL, a deposit equal to 25% of the total amount in EURO currency is due and to be received in our bank account (not to be sent) at the latest 5 working days after booking confirmation. Outstanding payment in EURO currency is due and to be received in our bank account (not to be sent) at the latest 10 working days before Clients' arrival. In case any supplier require different payment conditions, TRAWEL will state new payments deadlines into the Booking Confirmation.

5.2 Payments for F.I.T. reservations: For all confirmed F.I.T. bookings placed with TRAWEL, total amount in EURO currency is due and to be received in our bank account (not to be sent) prior to Clients' arrival. In any case payments must be made in full according to deadline (unless credit facilities are authorised by TRAWEL), failure to comply will result in the booking being released. In case any supplier require different payment conditions, TRAWEL will state new payments deadlines into the Booking Confirmation.

5.3 Wire fees: We require that the T.O. makes sure that wire fees are paid by the T.O. We inform that we will add any wire fees that have not been paid from your end to next invoices.

5.4 Payment means accepted by TRAWEL. Payments can be done by Credit Card (except American Express) using the Authorization Form sent together with the Booking Confirmation. As alternative, payments can be done by bank transfer according to wire fees charge conditions as stated in the previous Art. 5.3.

Bank Details:

TRAWEL SRL Bank: Unicredit Banca -Agenzia Roma Address: Viale Liegi 18/D – Roma
IBAN: IT 87 E 03002 05283 000010346116 BIC SWIFT: BPOMITR1N90

5.5 In case of cancellation, penalties may apply. Cancellation requests must be communicated in writing by e-mail or fax (telephone conversations will not be accepted as proof of cancellations).

Art. 5 – Payments

5.6 The applicable cancellation deadline date and specific penalty fee(s) are issued in our Confidential Tariff or are stated into the Booking Confirmation. In case bookings include services provided by different suppliers, we will apply the most restrictive cancellation penalties to the entire reservation.

5.7 Cancellation penalty(ies) will apply according to supplier(s)' Terms & Conditions for booking(s) of transfer(s) and any extra service(s) not included or described in TRAWEL Confidential Tariff.

5.8 Guests with valid room reservations who do not arrive on the day of the reservation will be considered “no shows”. In this case, the full amount for the service(s) reserved will be charged to the T.O.'s account, or according to penalties indicated in our Confidential Tariff for every single service, regardless of whether the T.O. or the individual guest is supposed to settle the room account.

Art. 6-Changes

6.1 All changes requested by the T.O. after Booking Confirmation and before Clients' arrival are subjected to confirmation by suppliers and extra charge may be applied. If requested changes are confirmed, TRAWEL will send an amended Booking Confirmation.

6.2 Changes will have to be required in writing either by e-mail or fax (telephone conversations will not be accepted as proof of changes).

Art. 7-Claims

7.1 In case of complaints or problem regarding the services supplied by TRAWEL, the T.O. should report them immediately to give TRAWEL the chance to investigate and try to sort them. If the complaint is not resolved during the period of the stay, a registered letter should be sent to TRAWEL within 10 days of the end of the stay. Complaints received after this deadline will not be accepted for any reason whatsoever. Any suggestions from the part of the T.O. to TRAWEL are strongly encouraged in order to improve quality of service.

Art. 8 – Services

8.1 Hotels category are set by the Italian Tourism Authority. TRAWEL declines any responsibility with regards to the published category.

8.2 Change of Hotel: in the unlikely event that, for any reason, the booked accommodation it is not available on the day of arrival, a similar or superior category hotel will be reserved.

Art. 9 – Vouchers

9.1 Vouchers issued by T.O. should be headed to supplier's name, specify our booking file number and the following wording: "Booked and paid through TRAWEL Srl".

Art. 10 -Competent court

10.1 The Court of competent jurisdiction connected with the interpretation and the execution of this contract is located in Milan, Italy.

Art. 11 – Liability regulation

11.1 T.O. acts in fully independent way and will bear on itself every civil, administrative and penal liability coming out from the fulfilment of this General Conditions.

11.2 T.O. exempts from liability TRAWEL in respect of any failure to perform to third parties its activities under this agreement.