

## Seaview Tour operator - contract 2020

### 1. Bookings

Bookings are made in relation to holiday accommodation only and do not include any flights, transport or transfers to the Property or any other travel arrangements to and from the Property which you must arrange yourself.

- a) The terms and conditions set out in this section together with your confirmation invoice comprise your agreement between Seaview and all those listed on the booking on whose behalf the party leader is acting
- b) Any monies paid to us under these booking conditions are protected by our Tour Operators licence.  
( Clause 17 )
- c) Bookings are understood accepted when Seaview issues a Confirmation invoice confirming the items you have booked. No contract will exist between you and Seaview until we have received the required deposit(s) and we have issued our official confirmation invoice.
- d) Should there be an obviously incorrect price shown on the confirmation invoice we will issue a new invoice and will not be bound by the price quoted on the incorrect invoice.
- e) It is important that you check all the details shown on the confirmation invoice carefully to ensure they are correct as this forms the basis of the contract.
- f) Assuming we are able to confirm your booking, confirmation invoices are normally sent 24 hrs after receiving your booking. If you do not receive a confirmation invoice within 72 hrs, you should contact us to make sure that your booking has been made.
- g) Seaview reserves the right to refuse a booking without any given reason.

### 2. Website Information

We have taken the greatest care to ensure the accuracy of all information contained in this website relating to any services advertised.

Seaview has visited and checked each property and descriptions appearing in our web pages have been prepared in good faith.

However there may be times when certain services or facilities are unavailable or limited, particularly in low season. Such situations may be dictated by local circumstances, unsuitable weather conditions, lack of demand, necessity for maintenance or redecoration, local licensing regulations or government fuel saving legislation.

We cannot accept responsibility for any such problems which are outside a tour operator's control.

Seaview declines all responsibility for any modifications made by the owners without its knowledge.

#### PROPERTY DESCRIPTIONS

- 1. Where we mention that apartments or villas have satellite TV, we can make no guarantee of the channels you can watch.
- 2. Where we mention that apartments or villas have air-conditioning, or central heating they may only cover part of the villa or apartment and they are normally charged locally.
- 3. Where a villa or apartment complex has a swimming pool, the period when the pool is available is at the owner's discretion and may also be affected by weather conditions. As they operate outside our control, we cannot guarantee their availability.
- 4. Villas and apartments are cleaned for your arrival but not during your stay (unless otherwise stated). They may not be ready for immediate occupation and are generally available from 16.30. On the day of departure you should vacate the property before 10.00 or 9.00

### 3. Payments

- a) Booking deposit - At the booking time, it is requested a deposit equal to 50% of the total price.
- b) Balance - The balance of the costs and the due date, 60 days before arrival, will be shown on the confirmation invoice.

If the balance is not received by us in full and by the due date we reserve the right to treat your booking as cancelled by you in which case the cancellation charges as set out in clause 7 will be payable.

### 4. Late bookings

Bookings made within 60 days of arrival are deemed as late bookings. Full payment will be due immediately and once this has been received by us, all booking conditions will apply. Should you cancel after this point, for whatever reason, cancellation charges as shown in clause 7 will apply.

Late bookings will be subject to a supplement of 13 euro should holiday documentation be issued through private messenger.

### 5. Holiday documents

The dispatch of your holiday documents are conditioned to the reception of the balance by Seaview, in the terms scheduled from the art. 3.

### 6. Transferability

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The Traveller that is in the impossibility to undertake the confirmed booking, could surrender his own booking to a person that satisfies all the requested conditions for the Tour, that pays ex-novo the registration fee and the arrangements remain exactly the same as the original booking. In this occurrence, the Traveller must inform Seaview with at least 15 days of warning as regards to the foreseen arrival date.

Seaview won't be responsible of the missing acceptance of the new nominative by the third parties suppliers of service(s). The Traveller surrender and the new Traveller are both responsible for the payment of the sale of the price and for the additional resultant expenses.

If you wish to transfer your booking to another product thereby changing the arrangements completely this will be treated as a cancellation with loss of, if applicable, cancellation charges as set out in clause 7 and it will be necessary to re-book another holiday.

### **7. Cancellation by you**

If you cancel your holiday the lead name on the booking must advise us in writing, by post or facsimile immediately. Verbal cancellations or cancellations by email will not be accepted.

If you cancel your holiday, You will be liable to pay the cancellation charges set out in the table below.

Agency fee is not refundable

Cancellation periods are calculated on the date of your cancellation being received by us at our offices at Via Campo a Paolo 49 53010 Murlo Siena - Italy or fax +39 0577 093113. As per art. 1373, III paragraph, of the Italian codice civile the Traveller is kept to pay the amount indicated below:

Cancellation charge expressed as a % of total holiday cost

a) recess from booking to 60 days before arrival 50%

b) recess from 59 to 25 days 80%

c) recess from 24 to 15 days 90%

d) recess from 14 days 100%

h) If you cancel your holiday on the day of arrival due to circumstances beyond our control, compensation or refunds will not be payable by ourselves and any such claims should be forwarded to your insurers.

i) Should you decide to curtail your holiday arrangements, for whatever reason, no refunds will be payable for any unused nights of accommodation.

k) The applicable cancellation charges must be paid even if you have not at the time paid the full cost of your holiday for whatever reason.

l) The applicable cancellation charges must be paid even if you decide to change your reservation to another property for whatever reason and without explicit authorisation of Seaview.

### **8. Alteration and cancellation by us**

The Traveler can cancel the booking without paying the amount for the recess as referred to the preceding clause, in case of meaningful modification by Seaview of one of those essential elements of the contract, that is:

a) increase of the total price of the confirmed accommodation superior to 10% of the price at the confirmation date;

b) skid of the arrival and/or departure date superior to 48 hours;

c) modification of the category of the confirmed accommodation in pejorative sense.

In all cases, customers will be kept to communicate, within 48 hours from the reception of the communication of modification, if he understands either practice the right of recess or accepts the modification.

In absence of communication by the customer, the modification will be understood approved.

In the event the confirmed property cannot be supplied because the accommodation ceases to operate We will always endeavour to offer you substitute arrangements and if the cost is less than your original booking you will receive a refund of the difference from us. If however our offer costs more and you accept that offer, then we will ask for the difference.

We may occasionally have to cancel your holiday as a result of "force majeure" that is any occurrence outside our control and which could not have been avoided with all due care. Such events may include war or threat of war, riots, civil strife, terrorist activity, natural or nuclear disaster, government action, adverse weather conditions and all similar events out of our control. In this situation, we regret we cannot make any refunds, meet any costs or expenses you may incur as a result or pay any compensation.

### **9. Our responsibility**

As a Tour Operator the responsibility of Seaview towards the travellers, and their belongings, is regulated by the laws and by the international conventions concerning the Tour Operators responsibility ( law n. 1084 of 27/ 12/ 1977, ratification of the international convention of Bruxelles of 23/ 04/ 1970 ) valid at the moment of the verified fact that has originated this responsibility. The responsibility of Seaview cannot, in any case, exceed the scheduled limits from the applicable laws and conventions and more particularly the limits for

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individual damage as specified in the following:

2) Damages to the person of the traveller ( death, injuries or illness ), unless it is proved that it is due to the negligence of our employees, or by our appointees, i.e. from the third parties lenders of service(s) during the vacation. The responsibility of Seaview for said damages cannot, in no case, exceed the measure defined by the Convention of Bruxelles of the 1970 (ratified with law n. 1084 - 27.12.1977).

3) Damages, loss, theft, relative to the belongings owned by the traveller (i.e. baggage), dependent from the breach or from the bad execution of the service(s) object of the confirmed Tour, by Seaview or by his appointees (third parties) lenders of services. The responsibility of Seaview cannot exceed the limits of the International Conventions regarding the service within which the harmful event has been verified and, however, the measure of 40% of the value of the Tour for each traveller.

4) Seaview won't be, in any case, responsible of the damages, of any kind, when the breach or the bad execution of the contract is not imputable neither to his guilt, neither to the guilt of other supplier of service(s), due to the ascertain lacks in the execution of the contract, that:

- are imputable to the Traveller;
- are imputable to a third party extraneous to the supply of the service(s) and present an unpredictable or insurmountable character;
- are due to causes of "force majeure" or to an event that Seaview or the supplier of the service(s) in question, could not, even with all due care, foresee or avoid.

5) Seaview won't be in no case responsible of the damages:

- consequent to the omission, by the Traveller, of recommendations or instructions of Seaview or the supplier of the service(s)
- due to services furnished by third parties and not mentioned at the moment of the confirmation of the booking;
- due to autonomous initiatives of the traveller.

6) If, in the opinion of any person in authority such as police, accommodation owner or manager or Seaview employees, you appear to be unfit to occupy your accommodation or because of anti-social behaviour are likely to cause a disturbance to other guests or damage to property, we may terminate your holiday arrangements with us. We will not be liable to make alternative arrangements for other accommodation nor will we cover any costs which you may incur or make any refunds.

### 10. Properties

All services and facilities offered by us are subject to the standard terms and conditions of the Supplier and are incorporated into our contract with you.

A breakage and telephone deposit is usually payable in resort to the key holder or owner to protect against possible damage and outstanding telephone charges where a villa or apartment has a telephone for guests use. Deposits are normally returned on departure.

You are responsible for ensuring that any villas provided are left upon departure in the same conditions of cleanliness and repair as upon arrival. Any loss or damage caused by you will be deducted by the Owner from your breakage deposit.

Property Owners reserve the right to refuse admittance if the number of persons arriving exceeds the number on the booking form or the maximum sleeping places as detailed in the web site. Where a property offers a price for varying numbers, empty bedrooms will be closed.

### 11. Complaints

In the event that you are dissatisfied with any aspect of your chosen accommodation you must immediately report the cause to the keyholder or Owner of the Villa or supplier and Seaview who will endeavour to put things right.

In the unlikely event that you are still not satisfied upon your return from your holiday, you must write us giving full details within 10 days.

If you fail to notify us or the Supplier of any dissatisfaction during your holiday we cannot accept liability for that complaint in retrospect.

If you leave your accommodation prematurely without an explicit authorisation of Seaview, you forfeit your rights for a refund, such complaints will not be taken into consideration.

### 12. Rates

The rates quoted are based on the course of changes and the costs of the service(s) as of 01/ 01/ 2020, date of issuing of the 2020 program. In case that, before the beginning of the rental period a differences in the course of the changes or in the costs of the service(s) should occur, the rates will be modified, in increase or in diminution, according to the said variations.

However, the price defined in the confirmation document will not change in the 15 days before the arrival

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date. The customer has the right to cancel the booking in case of increase of the price superior to 10 % as per clause 8.

The customer will establish before his arrival if the price is of his interest. No confrontation regarding prices will be taken into consideration after the arrival.

### **13. Valid documents for the expatriation**

It will be care of the customer to provide for the regulation of all the valid documents for the expatriation. Seaview declines each penal and moral responsibility for lack of valid documents for the expatriation and inaccuracies of the same.

### **14. Law and jurisdiction**

This contract is governed by the law of Italy and exclusive jurisdiction is conferred on the Italian Courts.

In case of controversy will be competent the law court of Livorno.

Your booking with Seaview implies that all clauses of this contract have been understood and have thereby been accepted without reserve and without exception.

### **15. Insurance**

Seaview has Insurance Coverage with CEA (Compagnia Europea d Assicurazione) n° 75094, according to the legislative decree 111 dated 17/ 03/ 1995.

### **16. Period of validity**

The present contract is valid through year 2020

### **17. Administrative authorization**

Authorization of the Province of Livorno n. 139 dated May 19, 1999

### **18. Data Protection Policy**

In order to process your booking we need to use the information you provide such as name, address, and special needs requirements.

We take full responsibility for ensuring that proper security measures are in place to protect your information.

We must pass the information on to the relevant suppliers of the accommodation ( except credit card details ), and if required by them or by law, to security or credit checking companies and public authorities such as customs/immigration. We will not pass any information on to any person not responsible for part of your travel arrangements.

### **19. Mandatory notice**

Italian laws punish the crimes inherent to the prostitution and to the juvenile pornography with the punishment of the imprisonment, also if it has been committed in the foreign countries as per Law n° 269, 3 august 1998, art. 16