



## Concierge in UMBRIA

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### Terms & Conditions

**Included in quoted price** all accommodations and hotel taxes as noted in the itinerary; meals as specified including selected beverages; arrival, departure transfers and ground transportation as specified; fully-guided sightseeing as specified in the itinerary.

**Not included in quoted price:** Travel Insurance; international and internal airfares; cost of obtaining passports or entry visas; airport departure taxes; excess baggage charges; museum or attraction admissions (unless specified), meals/beverages/sightseeing (including admissions) not included in the itinerary; personal expenses such as laundry, communication charges, optional activities and gratuities.

**Itineraries:** Accommodations and arranged sightseeing are subject to change at any time due to unforeseen circumstances or circumstances beyond CIU's control. Every effort will be made to operate itineraries as planned, but alterations may occur after the final itinerary has been issued.

**Prices and Arrangements:** Quoted itinerary prices include planning, handling and operational charges, and are based on current rates of exchange, tariffs and taxes as of March 2007. CIU reserves the right to increase tour prices to cover increased costs, tariffs and taxes, and to reflect fluctuations in foreign exchange markets. CIU also reserves the right to withdraw a itinerary or any part of it to make such alterations in the itinerary or with the itinerary inclusions as it deems necessary or desirable, and to pass on to itinerary participants any expenditures or losses caused by delays or events beyond its control.

**Immediate Check-In:** Concierge in Umbria requests that the hotels do their best to accommodate our guests for immediate check-in, however, this cannot be guaranteed. If you would like to guarantee that your room is ready for check-in upon early arrival, we can arrange for it to be ready at an additional fee. Please contact us for details and prices.

**Baggage:** Please check with your airline for baggage restrictions applicable to international flights.

**Trip insurance,** which provides cancellation coverage, medical coverage and protection against lost or damaged luggage, is not included in the tour price. CIU strongly recommends that its clients purchase trip insurance.

**Passports and Visas:** Valid passports are required for US citizens to travel to Italy. Please make sure that your passport is valid. Non-US citizens should contact the Italian consulate for applicable passport and visa requirements.

**Deposit and Payment:** A deposit of 50% is required at the time of booking. Final payment is due 60 days prior to departure. If your reservation is made within 60 days of departure, the entire cost of the trip must be paid at the time of confirmation.

**Cancellation:** All cancellations must be received in writing by Concierge in Umbria, LLC. Refunds for cancelled itineraries will be paid on the following schedule: cancellations made more than 60 days from departure will forfeit \$1000 per person; 59-30 days before departure will be refunded 50% of the total tour price; less than 30 days before departure are non-refundable.

**Cancellation of additional services:** Refunds for cancellation of any additional service, accommodation or transportation arrangements made by Concierge in Umbria in relation to your tour will be paid on the

following schedule: cancellations received 31 or more days prior to the service will be refunded in full; 30-15 days in advance will be charged 50% of the price; 14 or less days in advance will be charged 100% of the price.

**Claims and Refunds:** Refunds are not made for any missed services except for verifiable extenuating circumstances. Please see our **Limits on Concierge in Umbria's Responsibility** below. For verifiable claims to be considered, they must be received in writing within 30 days of the termination of the tour and be accompanied by supporting documentation verifying the claim. Any adjustment considered will be based on the actual price of the services involved and not on a per diem basis. Adjustments will not be made for unused sightseeing trips or meals. CIU will not accept any liability for any claims that are not received within 30 days of the termination of a travel program.

**Limits on Concierge in Umbria's Responsibility:** We (CIU) have arranged these itineraries through independent providers who have no legal affiliation to us. We do not own or operate the equipment, vehicles or facilities used during these itineraries and assume no responsibility for the negligent act and/or omissions of the provider. In addition and without limitation, CIU is not responsible for any injury, loss, death, inconvenience, delay or damage to personal property in connection with the provision of any goods or services whether resulting from but not limited to acts of God or force majeure, illness, disease, acts of war, civil unrest, insurrection or revolt, animals, strikes or other labor activities, criminal or terrorist activities of any kind, overbooking or downgrading of services, food poisoning, mechanical or other failure of aircraft or other means of transportation or for failure of any transportation mechanism to arrive or depart on time.

**Travel Advisories:** It is the responsibility of the traveler to become informed about the most current travel advisories and warnings by referring to the U.S. Department of State's travel website at [www.travel.state.gov/](http://www.travel.state.gov/) or by phone at 1-888-407-4747. In the event of an active Department of State Travel Warning against travel to Italy, should you still choose to travel, notwithstanding any travel advisory or warning, you assume all risk of personal injury, death or property damage that may arise out of the events like those advised or warned against.

**Arbitration Agreement:** You and we expressly agree that any disputes arising out of these terms and conditions shall be resolved applying Massachusetts law exclusively by the American Arbitration Association in Boston, Massachusetts. Resolution shall be decided by one neutral arbitrator. Costs of arbitration and enforcement and attorney's fees are borne by each party, except for filing/administrative fees which are paid by the party bringing the action. The arbitrator shall not have the power to order pre-hearing discovery of documents or the taking of depositions, but may compel attendance of witnesses and the production of documents relating to the specific matter only, at the hearing. CIU must receive notice of any dispute in writing.

**Travelers Representations:** You (the participant) assume all risks associated with participating in a Concierge in Umbria, LLC ("CIU") itinerary. Itinerary may include walking and/or climbing in difficult terrain with steep ascents and descents. On a CIU itinerary, you are likely to encounter uneven cobblestones, farmland, stairways without handrails, unpaved walkways, dirt roads, and stone steps. Some activities are not regulated by any industry safety standards and you assume all risk. You should come properly attired for any type of weather conditions that may exist. You are responsible for monitoring your own dietary restrictions and alcohol consumption. You are also encouraged to check with your health insurance provider to ensure that your coverage extends to international travel. All responsibility for product purchases made during a Concierge in Umbria itinerary rests with you and the product vendor.

The participant represents that neither he nor she nor anyone traveling with him or her has any physical or other condition or disability that could create a hazard to you or other participants of the itinerary. CIU reserves the right to decline to accept anyone on a trip. CIU reserves the right to remove from the trip, at his or her sole expense, anyone whose condition is such that he or she could create a hazard to himself or others, or otherwise impact the enjoyment of others on the trip.

**Release of Liability and Indemnification:** You are aware of the risks associated with a Concierge in Umbria itinerary and freely accept and fully assume all risks and the possibility of personal injury or loss resulting therefrom. You agree to hold harmless and indemnify CIU from any and all liability for any personal injury or loss resulting from your participation in a Concierge in Umbria itinerary.

PAYMENT OF THE PROGRAM PRICE CONSTITUTES ACCEPTANCE OF THE TERMS AND CONDITIONS SET OUT HEREIN