

General conditions

In these terms and conditions the word "Organiser" means Italy Gay Travels LTD trading as Italy Gay Travels, the entity which arranges your holiday package. "Consumer" means you, the person who buys or agrees to buy the holiday or any person on whose behalf you agree to purchase the holiday and who is listed on the booking confirmation or any other person to whom you transfer a holiday you have bought.

1. The Contract

No contract shall arise until the Organiser has received the appropriate deposit or the full payment for the holiday and the Organiser has issued confirmation by email (the booking confirmation) of its acceptance to the Consumer. The terms of contract are contained solely in the Organiser's booking confirmation, the Organiser's terms and conditions contained and all other descriptive material within the Italy Gay Travels website.

The Organiser reserves the right to terminate the contract if the behaviour or conduct of a Consumer either prior to or during a holiday is likely to endanger the safety or well being of other Consumers in his/her company or that of the Consumer him/her self and the cancellation charges as provided for in Clause 4 of these booking conditions are payable by the consumer, in addition there will be no right to a refund for the consumers holiday or any expenses incurred as a result of the termination. Further, where, as a result of the Consumer's actions or the actions of any other person who is listed on the booking record (excluding the Organiser) either or both of the following incidents occurs:

(a) there is a delay or diversion to the means of transportation the subject of this contract;

(b) the accommodation in which the Consumer is staying is damaged; the Consumer hereby agrees to indemnify the Organiser against any claim (including legal costs) made against the Organiser in relation to the occurrence of such incidents.

2. Special Needs

It shall be the Consumer's responsibility to disclose prior to booking to the Organiser any physical or mental condition of a member of his party that may be relevant. The Organiser reserves the right to decline to provide a holiday for a disabled person where in the Organiser's opinion that holiday would be inconsistent with or inadequate to cater for the special needs of a disabled person.

3. Booking and payment

When the consumer makes a booking, the consumer will be offered various payment options.

The booking confirmation (in the form of a booking confirmation email sent to the 1st person in the booking) will contain a summary of the payment option chosen and the payment schedule. The consumer will receive his/her booking confirmation only after the organiser has received in cleared funds the amount of the consumer's first payment as chosen by the customer when making his/her booking. It is the customers responsibility to make sure that he/she has received the booking confirmation email that was sent to him/her after his/her first payment. The customer should make sure the booking confirmation email is not in his spam box, and if it is the case the customer should make sure by making the appropriate settings in his mailbox that all email sent from info at italygaytravels (dot) com will not be considered as spam emails, and to inform the organisers immediately in case he/she hasn't received his/her booking confirmation email. Reminders of payments due or demands for payments will not be issued.

Bookings where the instalments or balance have not been paid at or by the due dates indicated in the booking confirmation email sent to the customer will be cancelled and cancellation fees as specified in clause 4 will apply.

4. Cancellation conditions

If payments are not made according to the schedule set out on booking confirmation, the organiser shall have the option to cancel the holiday package. If the Organiser exercises that option or if the Consumer cancels the holiday (which cancellation must be notified by email to the Organiser at the following email address info at italygaytravels.com (please replace the "at" with @) the following cancellation charges are payable by the Consumer

For any booking that includes a hotel room:

- cancelling up to 61 days before your arrival date cancellation fees: 10% of the cost of your holiday.
- cancelling between 60 and 51 days before arrival cancellation fees: 50% of the cost of your holiday.
- cancellation between 50 and 35 days before arrival cancellation fees: 70% of the cost of your holiday
- cancellation 34 days or less before arrival cancellation fees: 100% of the cost of your holiday.

For any booking including an accommodation:

- in case of a change or cancellation of the accommodation included in the booking, the whole booking will be cancelled and the above conditions will apply.
- in case of a partial cancellation of an option other than the accommodation, the conditions below will apply.

For any booking not including accommodation or in case of a partial cancellation of options other than the accommodation in a booking including an accommodation:

- cancellation up to 61 days before your arrival date no cancellation fees.
- cancellation between 60 and 51 days before arrival cancellation fees: 10% of the cost of your holiday or 10% of the cost of the cancelled option.
- cancellation between 50 and 35 days before arrival cancellation fees: 25% of the cost of your holiday or 25% of the cost of the cancelled option
- cancellation 34 days or less before arrival cancellation fees: 100% of the cost of your holiday or 100% of the cost of the cancelled option

All cancellation charges apply to each person part of a booking.

If only part of the party wishes to cancel, this may mean that the accommodation booked will be under-occupied and result in the remainder of the party having to pay any applicable supplements to retain the booking. Cancellation of part of the party may make discounts (e.g. group discount) inapplicable resulting in a higher holiday cost for the remainder of the party.

Lost event passes will not be refunded by the organiser. If further to the loss of his event pass the customer buys a new event pass onsite, the new event pass the customer bought onsite won't be refunded by the organiser even if the consumer finds his event pass later after he has bought a new event pass. This is valid for all the other options/meals booked and that are accessible with a voucher/meal ticket. In case the voucher that gives access to an option or the meal ticket has been lost, a new voucher/meal ticket won't be issued to the customer and the option/meal will not be refunded to the customer. Further to the loss of an option voucher/meal ticket, the customer will be able to buy the option/meal again onsite, but he won't be refunded for the new option/meal bought even if he finds his original voucher/meal ticket later after he has bought the option/meal again.

5. Substitution

Where the Consumer is prevented from proceeding with the holiday, he may transfer his booking, having first given the Organiser notice in writing of his intention to do so. The transferee of the Consumer must accept these Booking Conditions and comply with any other requirements of the Organiser applicable to the holiday before the transfer can be completed.

A Consumer who transfers a holiday booking shall be jointly and severally liable with the transferee to the Organiser for payment of any balance due in respect of the package and for the substitution fee as follows:

Weeks before departure	Substitution Fee
More than 10 weeks	Free, no charge applies.
Within 10 weeks	25€ per person
Tickets issued	50€ per person

Where a booking is transferred in addition to the substitution fee any difference between the original price paid and the current price, at the time of the substitution request, of the same or an equivalent booking will be charged.

6. Alteration by the Consumer

If the Consumer wishes to alter a holiday that has been confirmed, the Organiser may facilitate that change at its discretion, if practicable. If the alteration is impracticable the original holiday arrangement shall continue to apply. If only some of the consumers booked request a practicable change, a price adjustment for all consumers on the same booking may be payable. If default is made by the Consumer in complying with foregoing requirements, the Organiser shall have the right to cancel the holiday in accordance with Clause 3 and the cancellation charges as provided for in Clause 3 are payable by the Consumer.

7. Special Requests

Special requests (e.g. ground floor accommodation, adjacent rooms, etc.) shall be communicated by the Consumer in writing to the Organiser at the time of making the booking; The Organiser shall use reasonable endeavours to fulfil such requests. The granting of such requests is the sole responsibility of the property management. No guarantee is given to the consumer as to such special requests being fulfilled. No liability shall attach to the Organiser for failure to comply with a special request and such requests do not form part of the contract.

8. Alteration/Cancellation by the Organiser

Without prejudice to the consumer's statutory rights:

- The Organiser reserves the right to alter, change, curtail or cancel a holiday.
- The Organiser reserves the right to change the benefits to the passholder of the event pass at any time before or during the holiday
- At all times the organiser has to take into account local health and safety directives, and should a venue reach its licensed capacity passholders may have to wait until some guests leave before being admitted.
- If as a consequence of "force majeure" (as hereinafter defined in subparagraph (h) of this clause), the Organiser is obliged to curtail, alter, extend or cancel a holiday, the consumer shall not be at liberty to maintain a claim for compensation or otherwise for any loss arising as a consequence of the said curtailment, alteration, extension or cancellation of the holiday. The Organiser is not liable for any loss, damage, injury, claim or action arising out of such force majeure, or such curtailment, alteration, extension or cancellation of the holiday.
- The Organiser requires a specific minimum number of bookings to operate a specific programme of holidays. The Organiser's obligation to provide that programme shall be contingent upon the Organiser receiving and maintaining that number of bookings. In the event that the Organiser does not receive the minimum number of bookings or having received such a minimum number, has that number reduced by reason of cancellation or transfers by Consumers or otherwise, the Organiser shall be entitled to cancel or curtail the relevant programme up to 4 weeks prior to the departure date and the Consumer shall not be entitled to make a claim for and the organiser shall not be liable for any loss, damage, injury or action arising as a consequence of cancellation or curtailment in these circumstances.
- If prior to the time of departure there is a cancellation, or a major change, such as a change of resort area, or a change of accommodation to a lower rating, the organiser shall, if practical, offer an alternative comparable holiday of at least similar standard or shall refund the consumer all monies paid. Unless within 7 days of issue of the offer of an alternative holiday it is declined by the Consumer by email, the Organiser shall assume that the Consumer has accepted such offer and the Consumer shall not be entitled to return of the payment made.
- Where the Organiser makes a major change in the holiday as contemplated in subparagraph (f) of this clause the Consumer shall be entitled to receive compensation in accordance to the scale set out in this sub-paragraph. No compensation shall be payable where the alteration is for reasons referred to in sub-paragraph (d) or (e) of this clause.

Weeks before departure	Compensation
More than 8 weeks	No Compensation
Within 8-6 weeks	10€ per person
Within 6-4 weeks	15€ per person
Within 4-2 weeks	20€ per person
Within 2 weeks	25€ per person

(h) In this contract, the term "force majeure" means Acts of God, natural disasters, adverse weather conditions, fire or other destruction of any vessel, craft or vehicle to be used in connection with a holiday, riots, acts of war, civil commotion, exercise of legislative, municipal, military or other authority, strikes industrial action, requisition of equipment, mechanical breakdown, shortage of fuel, insolvency or default of any carrier or service supplier connected with a holiday, fraud perpetrated against the Organiser or any other reason beyond the control of the Organiser.

9. Photography, Filming and Sound Recordings

As a condition of sale, event passholders consent to being photographed, filmed and or sound recorded as a participant for publication in any form of media including but not restricted to TV, Video, Webcast, Online Publishing and Print.

10. Insurance

It is a condition of this contract that the Consumer has travel insurance. The insurance policy should provide cover for personal injury, death, medical and repatriation costs in the countries which you intend to visit, together with cover for loss of baggage and valuables, personal liability, delay, cancellation, curtailment, missed departure and legal expenses. It is the responsibility of the Consumer to check that their insurance scheme provides the Consumer with their desired level of cover.

11. Prices

All prices quoted are in Euros. The prices stated on the websi shall not be increased by the Organiser.

12. Consumer's Responsibilities

The Consumer shall check the confirmation of booking documentation immediately it is furnished to him. If the Consumer considers any item is incorrect or has any query in relation to the contents he shall forthwith notify the Organiser of his concern and the Organiser shall respond as soon as possible.

The Consumer is restricted by regulation of carriers and executive authority with regard to weight, type and contents of baggage which he may take on board any vehicles which will be used in connection with the holiday.

The Consumer hereby agrees that he shall abide by all instructions or directions given by a member of the Organiser's staff or any crew member of a vehicle used in connection with the holiday and hereby agrees to indemnify the Organiser against any loss or injury suffered or incurred by any other person as a consequence of the Consumers failure to act in accordance with any such direction or instruction.

13. Liability

The Organiser shall not be liable for any damage caused to the Consumer by the failure to perform the contract or the improper performance of the contract where the failure or the improper performance is due neither to any fault of the Organiser nor to that of another supplier of services because:

- the failures which occur in the performance of the contract are attributable to the Consumer;
- such failures are attributable to a third party unconnected with the provision of the services contracted for, and are unforeseen or unavoidable; or
- such failures are due to (i) unusual and unforeseeable circumstances beyond the control of the Organiser or other supplier of services, the consequences of which could not have been avoided even if all due care had been exercised; or (ii) an event which the Organiser or the supplier of the services, even with all due care, could not foresee or forestall.

In the case of damage other than death or personal injury or damage caused by defamation or by the wilful misconduct or gross negligence of the Organiser the amount of compensation which will be paid to the Consumer will be limited to, in the case of an adult an amount equal to double the inclusive price of the holiday payable to the Organiser, to the adult concerned and in the case of a minor an amount equal to the inclusive price of the holiday payable to the Organiser, to the minor concerned. The Organiser's liability will not exceed any limitation applicable under any international convention governing or relating to the provision of the service complained of, even if that convention has not been ratified or applied in the United Kingdom.

14. Online Booking, Payment or Website errors.

Any omission or error in any web page, booking confirmation, quotation, prices listed, prices charged or other communication issued by us may be corrected by The Organiser without liability. The Consumer will advise of any changes in your booking, or a quotation, as soon as is reasonably possible thereafter.

15. Complaints

If the Consumer wishes to make a complaint in relation to a holiday, he must immediately inform the Organiser's representative at the location where the consumer is when the complaint arises and shall, if the Organiser requires, complete a form setting out in detail the Consumer complaint. If the Consumer fails to comply with such requirement, the Organiser shall be entitled to recover the cost from the Consumer of any additional expense incurred by it in carrying out any subsequent investigation of a complaint which is found to be unjustified.

In addition, the Consumer shall be obliged to confirm in writing to the Organiser any complaint within 28 days after his return to the port of departure or termination of the holiday whichever is the earlier.

16. Governing Law

The contract arising from any confirmed holiday booking is to be interpreted under and is subject to, the laws of the United Kingdom

17. Statutory Rights

Your statutory rights are not affected.