



## NADA'S ITALY TERMS & CONDITIONS

By checking the box on the online Trip Registration Form, you, the traveler, (hereinafter "you" and "your") hereby affirm and represent that you have completely read and understood all the Terms & Conditions, a copy of which is attached hereto (hereinafter referred to as "Terms & Conditions"), of the Nada's Italy trip package (hereinafter referred to as the "Trip") you have requested to register for. You hereby accept and agree to the stated Terms & Conditions included in this document, which may be amended from time to time in Nada's Italy's sole discretion and which also apply to any and all additional services associated with this Trip.

**1. PARTICIPATION REQUIREMENTS:** You must be in good physical condition to participate in this Trip. You must be able to sustain extended walking and standing, as well as uphill and downhill climbing, among other physical activities. If you are not interested in some of the scheduled activities, you may plan a different activity at your own expense. If you are taking prescription medication, please make sure you have enough before leaving, as it may become a problem finding it in Europe, resulting in holding back the rest of the group. Any pre-existing physical, mental, or emotional disability that may require attention or special treatment must be reported in writing prior to the beginning of a Trip. Failure to do so may result in expulsion from a Trip at the traveler's own expense. Nada's Italy reserves the right to accept or decline a traveler from participating in a Trip, and to expel a traveler from a Trip at any time, without any claims or complaints by that traveler against us for any such decision. A traveler who is expelled or otherwise fails to comply with this section shall not be entitled to any refund whatsoever. In addition, Nada's Italy assumes no responsibility and you agree and covenant not to sue Nada's Italy for any physical, mental or emotional disability or injury or illness incurred during or after the Trip.

**2. COMMUNICATION:** Please provide a valid email address and current contact information. Nada's Italy will be sending out notices and information, most of which will be sent by email, including payment receipts, invoices, hotel information, and other reminders. It is your responsibility to notify Nada's Italy of any email or physical address changes. All your personal information, address, emergency contact numbers, Trip Registration Form & Agreement, arrival information, etc., need to be in the possession of Nada's Italy prior to the start of the Trip. Your personal and financial information is strictly confidential and will not be shared with anyone other than Nada's Italy authorized staff or anyone other than is necessary to render the services related to the Trip. You can review our Privacy Policy on [www.nadasitaly.com](http://www.nadasitaly.com) or request it by email. Nada's Italy Terms & Conditions may change with or without notice.

**3. CHANGES IN TRIP PRICE:** All quoted prices are subject to sudden changes based on Euro dollar/US dollar exchange rate, until final balance is paid. Once the final balance has been paid, the price is locked, regardless of exchange rate fluctuations. Variations in price will be made only if Euro value increases 5% or more from the time of booking to the time your balance is due. Any variations in price, which may or may not increase your balance, will be communicated to you by email and/or by phone.

**4. PAYMENT METHODS:** The following payment methods are accepted for trip deposit, balance, and any additional service: credit card (we accept MasterCard, Visa, Discover), personal checks, wire transfers, and cashier's checks. In case of returned checks due to insufficient funds, Nada's Italy will assess a \$35 fee per occurrence and upon such occurrence, checks will no longer be accepted from such traveler. The fee(s) will be required to be paid in full prior to the Trip start date. Balance payments are due no later than ninety (90) days prior to your Trip's departure date. This will include any extra services booked by Nada's Italy on your behalf, such as additional nights, airport transfers, extensions, special requests, etc. You will receive a reminder with an invoice at 120 days prior to

departure. If payment is not received within 90 days prior to your departure date, Nada's Italy shall consider the failed payment a cancellation. No refunds are given to travelers who fail to pay their balance by the due date.

**5. INSURANCE AND RELATED EXPENSES:** It is your responsibility to seek information on travel insurance companies. Travel insurance is strongly recommended by Nada's Italy (which may cover any costs you may incur by cancelling your Trip, airline tickets, loss of luggage, trip delay, medical evacuation, etc. pursuant to the travel insurance carrier's guidelines). It is not mandatory to have travel insurance to register for this Trip. It is your responsibility to decide whether to obtain traveler's insurance and to understand the travel insurance coverage in your policy prior to purchase. Whether or not you purchase travel insurance, you will be responsible for all expenses incurred following loss or damage to your property, any unforeseen travel expenses related to going on this Trip (flight delays, strikes, airport shut downs, weather conditions, terrorist threats, etc.). Purchasing health coverage is your responsibility. Please inquire with your own health insurance company as to whether they offer coverage overseas and their policy on reimbursement. You are responsible for any medical expenses incurred in the event you become injured or ill during your Trip or should you also be subject to lost or stolen property incidents as Nada's Italy assumes no liability whatsoever related any insurance matters described herein.

**6. CANCELLATION POLICY ON ALL NADA'S ITALY TRAVEL SERVICES:** In the event of a cancellation, the appropriate refund, if any, shall be issued by Nada's Italy within four (4) weeks from the date of cancellation. Any request for a cancellation must be submitted in writing to Nada's Italy (letter or email) and is subject to Nada's Italy Accounting Department's written approval. There shall be a \$500 non-refundable processing fee per traveler on any cancellation request, regardless of whether Nada's Italy approves the cancellation request and regardless of the time frame within which the cancellation is submitted.

Except for any non-refundable fees and except as otherwise stated herein, any Trip payments paid to Nada's Italy are 100% refundable for a thirty (30) day Grace Period from the date Nada's Italy receives the initial payment for your Trip. After the thirty (30) day Grace Period expires, all amounts paid to Nada's Italy are completely non-refundable. In addition, if you book a Trip less than ninety (90) days before the Trip's departure date, you shall not be entitled to the Grace Period; the entire cost of the Trip shall be due and payable immediately upon confirmed booking; and the entire cost paid for the Trip shall be completely non-refundable twenty-four (24) hours after payment is received. In addition and notwithstanding anything herein to the contrary, no refunds will be given to any traveler no-shows or to any traveler who shows up after the start date of the Trip; no refunds will be given to any traveler who fails to pay his/her balance on time; and no refunds will be given to any traveler who decides to withdraw from the Trip after the Trip has started.

**All payments to Nada's Italy become non-refundable on your final payment due date ninety (90) days before departure.**

**Trip Transfers:** Up to one hundred and twenty (120) days prior to your original Trip's departure date, you can request to Transfer to another Signature Tour or ByDesign Trip with a departure date within twelve (12) months from your original departure date, as long as availability is confirmed in writing by one of Nada's Italy's representatives. Once you have selected a new departure date, please get in touch with one of our Journey Experts or ByDesign team as soon as possible to verify availability and next steps. You will be asked to sign a Trip Registration Transfer Form at time of re-booking. Once your Trip Registration Transfer Form has been received and approved, Nada's Italy will apply the amount you have paid towards your new Trip, effective on the date Nada's Italy confirms your Transfer. You will be responsible for paying the difference of any increase in the price of that Trip when your balance is due. If the confirmed Trip you are transferring to is priced at a lower amount, you will receive the difference back as a Credit Voucher to be used on future travels with Nada's Italy. Your Trip Transfer will apply to all additional services you may have booked along with your original Trip. Please note that all tour packages, individual services, airline tickets, ByDesign packages, hotel nights, airport transfers, etc. are subject to availability, penalties, and price fluctuations, for which you are responsible. Nada's Italy will not consider any Transfer requests made less than one hundred and twenty (120) days before your original Trip's departure date.

Nada's Italy will only consider one (1) Transfer request per original Trip, and will not consider a Transfer request for any previously rebooked Trip.

If you are not able to select a new departure date at the time of your trip cancellation and therefore cannot complete a Trip Registration Transfer Form, Nada's Italy will issue you a Credit Voucher.

**Tours Canceled by Nada's Italy:** Notwithstanding anything herein to the contrary, Nada's Italy reserves the right to cancel a Trip prior to its departure date if for any reason the Trip does not meet the minimum required participation of six (6) travelers on any Signature Tour package. In the event of such a cancellation, Nada's Italy's sole liability shall be to issue traveler a Credit Voucher. Such Credit Voucher will be one hundred and twenty percent (120%) of the amount paid by traveler to Nada's Italy. Although not required to do so, Nada's Italy is issuing the additional twenty percent (20%) credit for traveler to use to cover pricing differences, including, but not limited to, airline penalty fees for which he/she is responsible, as well as for any inconvenience to traveler.

**Credit Vouchers:** The Credit Voucher issued to you by Nada's Italy is non-refundable and cannot be redeemed for cash. Your credit amount has no expiration date. The amount can be applied towards a Signature Tour, ByDesign package, and other travel services sold by Nada's Italy, subject to availability. Should you wish to do so, you may request to transfer your credit to another person, subject to Nada's Italy's approval which will be given in its sole discretion on a case by case basis.

*NOTE on Airfare:* If airline tickets were issued, traveler is responsible for any penalty fees and fare difference. Nada's Italy suggests that traveler contact his/her airline directly or the agent that processed the ticket to inquire about options.

*NOTE on Travel Insurance:* If traveler reschedules, he/she is responsible for contacting his/her insurance company to communicate the new travel dates and to inquire whether his/her insurance policy can be transferred to the new date.

**7. TRAVEL DOCUMENTS:** All travelers are required to possess a valid passport to travel to Europe. It is your responsibility to verify the required validity of your documents and renew, if necessary. You are responsible for determining and fulfilling any visa requirements. Neither the traveler nor their travel companion will be entitled to a refund for being unable to travel due to a lack of proper and valid documentation.

**8. ACCOMMODATIONS:** Hotels in Europe are rated by the local government. Air conditioning and heating are not standard in some hotels and are not guaranteed. Furthermore, they may not be available year-round in some cities. Internet speed may be slower or experience interruptions at any given time. Generally speaking, European bathrooms and bedrooms are smaller compared to the equivalent U.S. star rating. Beds are also smaller than American standards. Typically double beds are two single beds pushed together. Rooms tend to be different from one another, different sizes, layout, decoration, view, and some may include stairs. Having a view is not guaranteed. Rooms are usually assigned to travelers in a random manner by the hotel front desk, unless we receive a particular request from you relating to health reasons (i.e. problem walking up stairs and other mobility issues) or if you specifically request and pay for an upgrade (when available). If you are traveling alone, you will be asked to pay a single occupancy room supplement. Some accommodations may include a 24-hour concierge, laundry service, internet access, hair-dryers, and other amenities/services, while others may not. Please let Nada's Italy know of any particular questions or needs you have to make sure this Trip is for you prior to booking. Nada's Italy will attempt to have those needs accommodated, but Nada's Italy cannot and does not guarantee a desired result. The final hotel bookings for your Trip will be communicated by our Reservations Department by email sixty (60) days prior to departure for Signature Tour travelers. Please keep in mind that hotel selection for your Trip may change at any given time with or without notice and cannot be guaranteed, even after you receive your confirmation email.

**9. MEALS:** The meals included are shown in the itinerary relative to each Trip package offered by Nada's Italy. The included meals will feature typical local dishes, traditional cuisine which best represent the region you are visiting.

Some of the meals take place at the hotels where the group stays, while some take place in local restaurants, farms, and vineyards. The included lunches and dinners are accompanied by limited pre-set amounts of house wine and bottled water, also included. If you wish to have a particular bottle of wine, cocktail, or any other alcoholic or non-alcoholic drink with your meal, you will have to purchase it at your own expense. Some meals will be served “family-style”, that is in large platters that will be passed around the table so travelers can serve themselves. Meals served are not based on a traveler’s personal preferences, rather on a variety of local specialties selected by the restaurant’s staff and Nada’s Italy. If you have allergies, special dietary requirements, glucose or other food intolerance, if you are hypoglycemic, vegetarian, vegan, lactose-intolerant, gluten-intolerant, diabetic, etc., you will be responsible for purchasing at your expense any additional food that is not served during the included group meals. Please communicate those dietary restrictions and preferences to Nada’s Italy as soon as you register for a Trip. Furthermore, it is your responsibility to remind your Journey Director of your dietary needs each day during your Trip. Nada’s Italy and its associates will do their best to accommodate special diets, but will not assume any extra costs associated with ordering additional food or specific ingredients not readily available. Breakfast is included in each hotel stay, but each hotel may have a different way of serving breakfast (varying in the amount and type of food prepared). Nada’s Italy assumes no responsibility for any illness, health risk, and/or allergic reaction caused to you, should any food provider during the Trip fail to follow proper instruction or should we fail to communicate your dietary restrictions to them.

**10. PHOTOGRAPHY DURING YOUR TRIP:** Nada’s Italy reserves the right to take photographs and videos of travelers during the Trip and to use them for promotional purposes. By traveling with Nada’s Italy, you agree to allow your image to be used for marketing and promotional purposes. Travelers who prefer that their image not be used are asked to advise Nada’s Italy before or during the Trip and to send a written request to our email address: [info@nadasitaly.com](mailto:info@nadasitaly.com). Otherwise, you grant Nada’s Italy permission to use in any form of media the rights of your image, likeness and sound of your voice as recorded on audio and videotape without payment or any other consideration. Your image may be edited, copied, exhibited, published, and distributed. You waive the right to inspect or approve the finished product wherein your likeness appears. There is no time limit on the validity of this release nor is there any geographic limitation on where these materials may be distributed. This release applies to the use in any form of media of all photographic, audio, and video recordings collected by Nada’s Italy during the Trip.

**11. EXCLUDED FROM TRIP PRICE:** It is your responsibility to get to the specified address before the start of the Trip on the date specified. You will not be entitled to any refund whatsoever for your failure to timely appear at such specified address. You are responsible for your own airfare. If you arrive at the destination on a different date, time or place than the specified one, it is your responsibility to meet up with the rest of the group. All transportation not expressed as included is not included. Taxi fare, excess baggage fees, forwarding of baggage, baggage loss, medical expenses, travel insurance, items of a personal nature such as laundry, any meals not specified to be included, special arrangements, airport taxes, accommodation taxes, extra charges and gratuities associated to your room, unless otherwise stated, are not included. Trip package does not include any expenses related to any unforeseen travel conditions, weather conditions, flight delays, train delays, airport blockages, terrorism, strikes, quarantine, cancellation of services caused by events beyond our control, taxi fares. Price does not include items of a personal nature such as personal purchases, any food or beverage that is not included, restaurant charges and gratuities for meals that are not included. Personal expenses such as phone calls, spa charges, room service, bar beverages, mini bar consumption, laundry, visa fees, airline excess luggage charges and other incidental extras are not included. Any other service not specified to be included in this packaged Trip is not included.

**12. RESPONSIBILITY:** Nada’s Italy employees, officers, tour directors, vendors, affiliates, collaborators, contractors, agents, associates, drivers, guides, all assistants and helpers (collectively referred to as “Contractors”) involved in this Trip assume no liability for any injury, damage, financial and/or material loss, accident, detention, annoyance, delays and expenses arising from or relating in any way to the Trip. Traveler agrees that Nada’s Italy is not responsible for any actions of its Contractors and traveler covenants not to sue Nada’s Italy for the actions of such Contractors. Nada’s Italy is not responsible and shall not reimburse traveler for financial losses associated with cancelled or unfulfilled services, no matter the reason for the cancellation or non-fulfillment. Baggage is

maintained at owner's risk. As the Trip organizer, Nada's Italy accepts no responsibility for securing, handling, or possession of passports or travel documents; nor for the accuracy of information given regarding such documents. It is your responsibility to make sure that you are in possession of the proper travel documents and are in compliance with the current carrier and government regulations. Nada's Italy assumes no responsibility for traveler's items that are forgotten, stolen, lost or damaged in any manner during the Trip. Nada's Italy reserves the right, in its sole discretion, to withdraw from any activity, and to make changes to the itinerary that Nada's Italy deems necessary or desirable, and to decline to accept or retain any traveler as a member of the Trip at any time should such traveler's health, mental condition, physical infirmity or general deportment impede the operation of the Trip or the rights, welfare or enjoyment of other travelers. Uncompleted portions of the Trip are not cause for refund and any related paid monies are forfeited by the traveler. Nada's Italy reserves the right to cancel or reschedule any activity departure in accordance with operational requirements. Nada's Italy is not responsible for printing or typographical errors. Trip Terms & Conditions may change with or without notice. Nada's Italy reserves the right to change or modify the itinerary with or without notice.

13. **FORCE MAJEURE.** Notwithstanding anything herein to the contrary, including but not limited to section 6, Nada's Italy shall not be liable for losses or expenses of any kind arising as a result of or due to events beyond its reasonable control, including, but not limited to, acts of God; virus, quarantine, sickness, pandemic, illness, disease, including but not limited to SARS, Legionnaires, COVID-19 or any other infectious disease; restrictions, regulations, ordinances, lockdowns, or advisories (including travel advisory warnings) of any kind imposed by government or any other authority; civil unrest, war, including but not limited to, armed conflict, terrorism or threats of terrorism as substantiated by governmental warnings or advisory notices; strikes or labor disputes; curtailment, changes or delays of transportation services, facility services or any other service that would materially affect the Trip; forces of nature including but not limited to, natural disaster, fire, earthquakes, hurricanes, tornadoes, typhoons, tsunami, floods, drought or any other extreme inclement weather of any kind; shortages or disruption of the electrical power supply causing blackouts or rolling blackouts or material failure of other essential utilities; or any other cause beyond Nada's Italy's reasonable control making the current or future Trip commercially impracticable, impracticable to perform, illegal, or impossible to fully perform. In such case, Nada's Italy may cancel the Trip and terminate this Agreement, without liability, upon written notice to Traveler. As stated herein, "without liability" means that there will be no refunds or reimbursement of deposits or fees paid, and Nada's Italy will also not be liable for any damages, liquidated damages, attrition fees, cancellation fees, rental charges, service charges, or any direct, consequential, compensatory, special incidental damages or any other damages or amounts of any nature whatsoever.

14. **Disputes.** In the unlikely event of any dispute between you and Nada's Italy, you agree to mediate any such dispute in the location where Nada's Italy maintains an office using a mutually agreed to third party mediator. In the event the parties are unable to mediate their dispute to a satisfactory resolution, any litigation shall be brought as a non-jury case with a court in the city or county and state where Nada's Italy maintains an office, and the laws of that state will govern.