



## **TERMS AND CONDITIONS**

### **INTRODUCTION**

The following terms and conditions shall form an integral part of the travel contract entered into between a client and the Break in Italy di FRAVIO S.r.l., in which the bookers conclude with Break in Moto as the operator either directly or via an agent.

Bookings are regulated by these general conditions, by the law n. 111 17 of March 1995, by the ECC directive n. 90/314 and by the law n. 1084 of 27/12/1977. In any case Break in Moto responsibility will not exceed the limit foreseen by the above mentioned laws. In case of "force majeure", Break in Italy reserves the right to change hotels and holiday destinations with others nearby. Break in Italy is not responsible for any damages caused by the clients.

### **BOOKING AND CANCELLATIONS**

- a) Customers have the right to receive copies of the travel contract, the contract shall enter into force upon the written travel confirmation of Break in Italy. By signing up for the tour, the client offers to Break in Italy to bindingly conclude a travel contract.
- b) Upon booking **a down payment of a maximum of 30%** of the travel price, shall be made.
- c) **The remaining 70% of total payment. the balance of the tour price, will have to be paid 40 days before** the start of the tour, without any additional request.
- d) Apart from withdrawal rights stipulated by law, **if customers decide to withdraw from the contract** for a reason not attributable to Break in Italy, he will incur to the following sanctions:
  - i. Until 40 days before the starting date of the tour  
Break in Italy withholds the deposit that can be used for another tour within the same year or the year after.
  - ii. Between 39 and 15 days before the starting date of the tour  
The customer will lose the deposit as a penalty.  
Break in Italy withholds the remaining balance that can be used for another tour within the same year or the year after or can be refunded.
  - iii. Until 14 days before the starting date of the tour  
The customers withholds the 50% of the total amount as a penalty.  
Break in Italy withholds the remaining balance that can be used for another tour within the same year or the year after or can be refunded.
- e) The price of travel package is fixed by the contract, it can be modified until 30 days before the starting date of the tour and just in case of:
  - Changed conditions of fuel price
  - Changing of fees or taxes on some types of tourist services such as transport services.



## **WITHDRAWAL FROM THE CONTRACT**

Customers can withdraw from the contract, without cancellation charge, in the following hypotheses:

1. In case of a considerable increase of the travel price by more than 10% of the price according to the section.
2. Provided that the customers did not exercise the right of withdrawal and provided that Break in Italy cancelled the journey without any fault of the customer, he may demand its fulfillment by participating in an equivalent other travel event provided by Break in Italy.
3. Customer, in case of withdrawal by Break in Italy, without any fault or responsibility imputable to him, has the right to be refund of the amount already paid within 7 working days.

Customers must inform Break in Italy of the decision about participating in another tour or be refund within 2 working days after been informed by Break in Italy about a price increase or tour cancellation.

Break in Italy will only consider as valid communication arrived in written form, though e-mail, fax, post or other telematics ways. No refund will be made to customers that decide to interrupt the tour already begun, and to all customers that don't fulfill with required compulsory documentation.

## **AFTER THE DEPARTURE**

Break in Italy, in case of impossibility to deliver all services included on the travel contract, for reasons not imputable to customers, will put all the effort to find alternative solutions without any increase of price for clients.

Break in Italy does not provide any refund in case of early withdrawal of the client from the journey, except that the Hotel Management presents a written declaration in which they declare that no charges will be applied to clients for the services that they don't used. Break in Italy will only refund the import authorized by the hotel, deducting eventual agency fees. In case of cancellation Break in Italy will apply eventual penalties or fees incurred because of the cancellation services.

## **CLAIMS**

Claims are accepted only once the full booking amount has been paid. However, any complaint should be immediately reported to the service supplier in resort, as well as to Break in Italy, in written form and in the course of the journey. If the complaint is not sorted out during this time, a registered letter should be sent to Break in Italy within 10 days of returning from the journey. Break in Italy has taken all reasonable care to make sure that all services are provided as described on the present brochure. Break in Italy will not be responsible for any changes made from the suppliers, and of which they have not been informed in advance.

## **LEGAL JURISDICTION**



For any dispute, the Civil Court of Pesaro is to be acknowledged as the sole competent authority.

### **SUPPLEMENTS**

In case of bookings during periods like festivities, events, exhibitions, long weekends etc. the charge of eventual supplements will be communicated when sending the inquiry.

### **INSURANCE COVERAGE**

Break in Italy di Fravio S.r.l is covered by the policy n° 1/72444/319/132555953 with UnipolSai insurance company for civil liability, in conformity with the law n. 2 of 04/01/87. A warranty fund has been established by the Italian Government Authorities to safeguard the clients in the case of Break in Italy insolvency or bankrupt, safeguarding a holiday refund and repatriation of the clients if abroad. Break in Italy is covered by the insurance policy n°6006000946/K with Filo Diretto insurance company for travel cancellation and assistance to clients in case of insolvency or bankruptcy of the travel agency pursuant to art. 185 of the Legislative Decree of 17 September 2005 n. 209 and in compliance with Isvap Regulation No. 35 of May 26, 2010.

### **OBLIGATIONS OF PARTICIPANTS:**

All participants must have a valid Identity document or a valid driving licence. Any particular medical condition that can influence the execution of the tour or part of it, must be communicated in advance to Break in Italy. Participants must follow local laws and road regulations during the all tour. Customers will directly respond for eventual damages occurred to Break in Italy in case of inadequate behavior or against the law.

Any requests or particular needs must always be communicated in written form to Break in Italy.

### **CHANGE OF TRAVELLER**

The person of traveller may only be changed only if:

- Break in Italy have been informed in written form 6 days before the starting date of the tour, by receiving substitute documentation.
- The subject must comply with all requirements and necessary valid documents requested by travel contract.
- The subject must respond directly respond for any additional fees for the substitution procedures

### **DATA PROTECTION AND COPYRIGHT**

The customer authorizes Break in Italy to produce photographs and films during the tour under the copyright law. The customer authorizes the use of this material, even if the participant is recognizable on it, for advertising purpose, publication on the website and / or social pages, or promotional material relating to motorcycle tours.

The Italian version will prevail in case of conflict with translated text.