



# WWW.ORIZZONTILAKECOMO.COM

## BOOKING TERMS AND CONDITIONS:

### CONSUMER'S CANCELLATION OPTIONS, PENALTIES AND LATE ARRIVAL

These terms are part of the Agreement "Terms & Conditions" duly published in the footer of [www.orizzontilakecomo.com](http://www.orizzontilakecomo.com), owned by Orizzonti di P.I..

By completing and paying your booking with Orizzonti di P.I., via [www.orizzontilakecomo.com](http://www.orizzontilakecomo.com) and its connected booking system partner (Bookingkit GmbH), you are submitting a Sale Contract and consequently agree and accept these terms and this cancellation policy.

The Sale Contract is binding to the legal parties here called "Consumer", "Payee", "Company", "[www.orizzontilakecomo.com](http://www.orizzontilakecomo.com)", "Orizzonti di P.I."

The Consumer may cancel and/or revoke the purchase by communicating this intention in writing to our Email Address.

. **100% refund** (less payment's fees and commissions) will be given if your cancellation is received 3 days before your Tour date and time (that is 72 hours), unless otherwise stated on the Website with reference to your specific Tour.

. **75% refund** (less payment's fees and commissions) will be given if your cancellation is received from 3 days to 24 hours before your Tour date and time, unless otherwise stated on the Website with reference to your specific Tour.

. **50% refund** (less payment's fees and commissions) will be given if your cancellation is received 24 hours before your Tour date and time, unless otherwise stated on the Website with reference to your specific Tour.

. **No refund** will be given if your cancellation is received within 24 hours before your Tour date and time, unless otherwise stated on the Website with reference to your specific Tour.

. No refund in case of **No Show** from the Consumer. Any doubt or request for assistance to reach departure point MUST be submitted in advance and in respectful time. Last-minute assistance may not be available and if no answer is received from the Company in this case, any justification won't be accepted.

. **Late arrivals:** Tour Leaders are not allowed to wait for Consumers arriving late. In case of late arrival or no show, no refund will be given.

### CANCELLATION FOR WEATHER CONDITIONS:

. 100% refund (less payment's fees and commissions) will be given in case of very bad weather conditions that do not permit our tour leaders/guides/cooperators/suppliers to conduct your Tour.

. No refund will be given if the Consumer cancels his Tour, within 24 hours before tour date and time, because of weather conditions even if the Company has confirmed date and time.

. Consumer might also be offered a different date and/or time in case of an event of a very adverse atmospheric conditions predicted right before or during your Tour.

Refunds will be processed as soon as possible and in accordance to the timing of the relative payment's method.

The communication should be sent to the Company's Email Address, indicating:

- The number of registered persons and relative names for whom the cancellation is requested
- Name of the booked Tour, date of booking and scheduled Tour date
- Amount paid and date of payment

The cancellation is deemed to be complete only when a confirming email from the Company is received.

### CANCELLATION AND CHANGES COMING FROM THE COMPANY:

The Company is entitled to cancel and/or change the details of a Tour in the following cases:

- a) failure to reach the minimum number of participants required from your tour
- b) reasons of force majeure
- c) unforeseeable circumstances (Very bad weather conditions, serious personal matters...)
- d) when cancellation comes from our suppliers for sudden and unforeseeable circumstances



If the Activity is cancelled for one of the above reasons the amount paid for the purchase will be refunded in full or a voucher will be issued.

Under no circumstances will the cancellation of the event entitle the Consumer to file damage claims or seek an indemnity over what was paid for the booking and, consequently, the cancellation. Possible cancellations and/or changes will be communicated by the Company as soon as possible via the contacts (email or telephone) specified by the Consumer at the time of the payment. Even if it is not possible to contact or notify the Consumer prior to the scheduled time of the Tour, only the amount paid by the consumer will be refunded.

### **COVID-19 SPECIAL POLICY: INFO & CANCELLATION POLICY**

During this uncertain period, we want our Consumer to feel safe while booking a Tour or Service on our Website.

Until the end of the Emergency, for all bookings made, our cancellation terms, for all reasons connected to Covid-19, become more flexible.

These reasons include:

- Italian closures or Closures in the Country of Origin of the Consumer
- When the Consumer or one of the Participant connected to his booking has been infected. (The Company reserves the right to ask for a positive test made within the infection period and necessary quarantine);
- Mandatory Quarantine at the arrival in Italy or back in your country of origin

Cancellation because of Covid-19 must be submitted at least 24 hours before your tour date and time. The Consumer is free to choose:

- To change Date and Time of the Tour;
- To be fully refunded;
- To receive a voucher for the value paid, with a one-year validity and transferable

For all cancellations not connected to the above restrictions, our standard cancellation terms will be followed.

If no tourism restriction is into force and/or there is no valid reason connected to Covid-19, but you decide to cancel the tour, we'll apply our standard cancellation terms.

We kindly ask you to always take your safety mask with you, whether or not it's requested by your Tour.

We also highly recommend to always choose a complete Covid-19 travel insurance.

The Company can cancel a Service for reasons connected to Covid-19 when:

- A tour leader/guide/cooperator/supplier involved in the Activity is found positive to Covid-19 and can't be promptly replaced.
- A tour leader/guide/cooperator/supplier involved in the Activity is in Self Preventive Quarantine and can't be promptly replaced.

In each case, the Company will inform the Consumer immediately and the Consumer is free to choose:

- To change Date and Time of the Tour;
- To be fully refunded;
- To receive a voucher for the value paid, with a one-year validity and transferable

### **FORCE MAJEURE**

Except where otherwise expressly stated in these Booking Conditions we are not obliged to provide a full refund (partial refunds maybe given after deducting unrecoverable costs) or pay you compensation if our contractual obligations to you are affected by "Force Majeure". For the purposes of these Booking Conditions, Force Majeure means any event beyond our or our supplier's control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Examples include warfare and acts of terrorism (and threat thereof), civil strife, significant risks to human health such as the outbreak of serious disease or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination or remain at the travel destination, the act of any government or other national or local authority including port or river authorities, industrial dispute, labour strikes, lock closure, natural or nuclear disaster, fire, chemical or biological disaster, unavoidable technical problems with transport and all similar events outside our or the supplier(s) concerned's control. Check with your travel insurance provider as you may be able to reclaim these costs.