



STE  
Tour Operator  
Incoming Isola d'Elba

## Terms and Conditions

Subscription charge – in Euro  
(Including insurance policy)

EURO 27.00 per person

Euro 7.00 discount per person Low Season (period A)

Additional charge of EURO 7.00 per person High Season from the 5th to 28th August, or any part of this period.

Children: below the age of 6 (before the 6<sup>th</sup> birthday) no charge.

A maximum of 5 quotas per apartment or other habitable unit.

Optional insurance for risk of cancellation of stay at a special price and the client will not be responsible for any excess.

### Prices

The prices shown are based on current market prices and are correct at the time of printing, although STE reserves the right to change them without notice if factors cause modifications of the conditions stated. If the total price is increased by more than 10% the Client has the right to recede from the contract without any penalty being applied as long as STE receives written notice of the customer's decision within 2 working days of the customer having received notification of the increase in costs. The agreed price, however, cannot be increased during the 20 days previous to the start of the holiday. Services included are indicated in each individual description. All services not mentioned are excluded, as well as drinks and other extras.

Hotel prices indicated are per person per day in a double room for a minimum period of one week; when additional charges and reductions for extra beds for children are made the age is up to but not including that stated.

For residences and apartments the prices refer to one habitable unit with the indicated number of people included as in the stated price and for a minimum period of one week.

For some apartments in high season a minimum period of two weeks could be asked.

Extra guests are not permitted if the number of people then exceeds that stated and confirmed in the agreement.

For groups of children or teenagers the price of the damage deposit could be doubled.

### Bookings

The acceptance of the booking depends on availability of places and is considered binding at the moment of written confirmation of booking by STE.

### Payment

Bookings must be confirmed in writing within 10 days, along with a deposit equal to 25% of the total cost of the holiday and the booking fee, to secure the holiday. The full balance must be paid at least 30 days previous to the start of the holiday. Late payment with regard to the terms stated could mean that different accommodation will be offered or at least could result in it being physically impossible to send the travel and / or holiday documents. Where a booking is made less than 30 days before the start of the holiday the full balance must be deposited to confirm the booking.

### Cancellation - Interruption of holiday



Cancellation of holiday for whatever reason will result in the following penalties,

- 10% of the full cost of the holiday if the cancellation is made up to 31 days before the start.
- 25% from 30 to 21 days before the start of the holiday.
- 50% from 20 to 10 days before the start of the holiday
- 75% from 9 to 4 days (excluding Saturday) before the start of the holiday.
- 100% less than 4 days

There is not any entitlement to a refund if the holiday is interrupted. The booking fee and ferry booking charges cannot be refunded. Ferry discounts cease on the booking being cancelled and the ferry companies penalty will be applied.

### **Transfer**

If a client cannot make use of the services booked, he can transfer the booking to another person who can satisfy all the necessary conditions requested in the contract. The client must state the reason for the transfer request in writing to STE 4 working days before the start of the holiday, and both parties, previous and new client, become responsible for the total holiday price.

### **Variations**

When unforeseen circumstances or other independent causes result in the Client not being assigned the holiday booked in the contract, STE reserves the right to assign alternative accommodation with similar services. The Client must give written confirmation of the decision to accept or decline the alternative offer within 2 days of receiving the modified offer, otherwise it will be taken as accepted. Should the Client not wish to accept the proposed variations the booking will be annulled and STE will only be obliged to refund the amount that has been paid.

Variations to the holiday/stay, names or ferry, after the booking has been made a charge Euro 25.00 will be made for office work in addition to possible penalties.

### **Complaints**

Complaints for services booked must be notified immediately by the Client to STE, with written confirmation of the complaint within 24 hours. So that there can be an immediate verification of the inconvenience complained about, STE must be immediately informed as soon as the act has happened, to enable it to quickly and effectively put it right. The Client can moreover notify a written complaint about the inconvenience already complained about during the stay, by sending a registered letter to the organiser or seller before and not after 10 working days after the end of the holiday. The Court in the same area as the Tour Operator has jurisdiction over any contestations.

### **Insurance and Responsibilities**

For all services shown in the brochure the STE agency solely undertakes to act as an intermediary between the client and service providers. The holiday/travel contracts of this programme having as its subject the offer only of holiday-stay services, transport or of any other separate tourist service, cannot configure as a negotiated organized travel or as a negotiable package, they are understood to be regulated under the International Convention relating to travel contracts (C.C.V), ratified and made enforceable with the law of 27.12.1977 n° 1084 as well as under the L.R.T. 16/94.



The insurance policy for civil liability is guaranteed in article 82 and 91 of L.R.T. 42/2000 and a contract has been stipulated between STE and Modial Assistance policy n° 146089 to cover risks derived from participation in programmes of holidays and also to discharge our obligations towards our clients up to a maximum of EURO 1.549.370,00 for every claim (or accident), with a limit per person of EURO 516.456,00 for bodily injury incurred, and a limit of EURO 258,228.00 for every claim and EURO 15.493,00 per person for material damage.

### **Duty of Assistance**

The organizer is held to give degrees of assistance to the consumer, imposed by the criterion of professional care, for all things that are our competence or in the contract or set out in law. The organizer is not responsible in the face of the consumer for non-fulfilment on the part of other sellers of obligations of those sellers.

### **Guarantee Fund**

There has been created at the Presidency of the Council of Ministers the National Guarantee Fund by which a consumer can appeal to according to article 21 of law 111/95, in cases of bankruptcy or insolvency of the seller or organizer for the refund of the price paid. The method of using the fund are set by a decree of the President of the Council of Ministers under article 21, comma fifth, of law 111/95.

### **Technical Organization**

STE Tour Operator

Piazza Marinai d'Italia, 12

57037 PORTOFERRAIO (Isola d'Elba) – LI

Administrative authorization from the Province of Livorno n. 113 of 11/12/95.

This travel programme has been complied according to L.R.T. 16/1994.

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Validity of the programme: January- December 2008