



Terms and Conditions for Group Tours

VIAGGIA DISCOVER SICILY

Updated Dec 2023

PRICING & PAYMENT

Please refer to your specific group tour itinerary for exact details regarding what your tour package includes.

A Deposit of CA\$1,000 per person (the “Deposit”), payable to Viaggia Discover Sicily, of which CA\$550 per person is non-refundable for administrative fees (as outlined in the “Cancellations and Refunds” section below), is required at the time of reserving (also known as “booking”) the program (hereinafter, “the Program” or “Tour”) for each participant (“Participant”). Final payment must be received 90 days prior to departure or upon reservation if within 90 days of departure.

CANCELLATIONS AND REFUNDS

Once you are within 89 days of the first day of your tour, Viaggia Discover Sicily (“Viaggia”) must strictly adhere to its cancellation policy to offset costs incurred prior to the commencement of The Program, which may include but are not limited to: advance payments to land operators; ship charters; communication expenses; development/promotional expenses; and the loss of time that might have permitted resale of reserved space. To be effective, any cancellation must be made in writing to info@viaggia.ca and are subject to a CA\$550 per person non-refundable administrative fee.



All refunds are limited to amounts actually received by Viaggia Discover Sicily. At the time Viaggia receives written notification of cancellation, the following cancellation charges will apply:

- cancellations received between 89 and 45 days prior to departure: 30% percent of the Program cost per person;
- cancellations received between 44 and 30 days prior to departure: 50% percent of the Program cost per person;
- cancellations received within 29 days of departure: no refunds will be given.
- No partial refunds shall be given for individual deviations from the scheduled Program itinerary, including, but not limited to, missed excursions, tours, meals, transportation or lodging, for any reason.
- In the case of no show, no refunds shall be given.

However, Viaggia Discover Sicily reserves the right to cancel the Program prior to departure for any reason and, in such case, reimbursement of refundable costs of the Program by Viaggia Discover Sicily shall constitute full settlement with the Participant. Viaggia Discover Sicily shall not be liable for any airline fees or cancellation penalties incurred by the purchase of a non-refundable ticket.

In the unlikely event that a dispute arises between a Participant and Viaggia Discover Sicily, the following conditions will apply: (a) the dispute will be settled by binding arbitration administered by the Arbitrators Association of British Columbia in BC, Canada; (b) the dispute will be governed by British Columbia Law; (c) the maximum amount of recovery to which a Participant shall be entitled under any and all



circumstances will be the sum of all monies actually received from the Participant by Viaggia Discover Sicily. The Participant agrees that this is a fair and reasonable limitation on the damages, of any sort whatsoever, that a Participant may suffer. Upon payment of the Deposit to Viaggia Discover Sicily, the Participant agrees to be bound by the above terms and conditions.

ACCOMMODATIONS

Accommodations are based on double occupancy per room. If you are traveling alone, and you wish to have a roommate, we will assign you one, if possible. If you choose to room alone, a single supplement will be charged. If we are unable to assign a roommate, you will be charged a single supplement. It may not be possible to get a single accommodation on all tours.

AIRFARE

The price of Viaggia Discover Sicily trips does not include airfare unless stated in the itinerary. If you need assistance booking air travel, we strongly recommend you contact us to discuss purchasing airfare. Our assistance will often save you money and help us align arrival and departure times with other parties on the tour.

TOUR EXPENSES COVERED

We include the cost of accommodations, meals as noted in the itinerary, guides, entry fees as specified, and surface transportation associated with the planned itinerary.



Please note: Tour costs can be subject to change before and after sign-up due to currency exchange fluctuations and other circumstances beyond our control. We do our best to avoid this.

TOUR EXPENSES NOT COVERED

Costs not covered include meals not included in the itinerary (i.e., “on your own” or “at your leisure”), airport/hotel transfers for early arrival or late departures scheduled by you on days other than the first day or last day of the tour (as indicated above), air transportation to and from the tour, personal expenses, non-scheduled activities, laundry, visas, medical expenses or evacuations, accommodations en route to base cities, additional gratuities, and insurance. If a tour must be extended due to weather, political disputes, or other causes beyond our control, all costs associated with this are not included in the tour rates or refunds. You must obtain trip cancellation or trip interruption insurance to cover these.

Responsibility Disclosure Statement

TERMS AND CONDITIONS | DISCLAIMER

Responsibility Clause –The Participant acknowledges that Viaggia Discover Sicily acts only as an agent for the various independent suppliers that provide hotel accommodations, transportation, sightseeing, activities, or other services in relation to the Tour itinerary. Such services are subject to the terms and conditions of those independent suppliers. Viaggia Discover Sicily, its respective employees, agents, representatives, and assigns accept no liability whatsoever for any injury, damage, loss,



accident, delay, or any other incident that may result from the act, error, omission, defect, default or negligence of any company or person performing these services. Viaggia Discover Sicily accepts no responsibility and in no event will Viaggia Discover Sicily be liable or responsible for loss, injury, damages, or expenses to the person or property of a Participant, including, without limitation, any indirect, incidental, consequential, special or punitive damages. The limitation of liability of Viaggia Discover Sicily shall be regardless of cause or reason for any asserted loss of Participant, including for loss to Participant due to illness, weather, strikes, local laws, hostilities, wars, terrorist acts, acts of nature, or other such causes.

All services and accommodations are subject to the laws and regulations of the country in which they are provided. Viaggia Discover Sicily is not responsible for any baggage or personal effects of a Participant. Participants are responsible for purchasing a travel insurance policy, if desired, that will cover some of the expenses associated with the loss of luggage or personal effects. Viaggia Discover Sicily is not responsible for transportation delays or any other delays or changes to the Tour, nor for additional expenses or loss of time that may be incurred in connection therewith. In the event it becomes necessary or advisable in the sole discretion of Viaggia Discover Sicily for the comfort, enjoyment or well-being of the Participants, to alter the Tour itinerary at any time, then without notice to the Participants, Viaggia Discover Sicily may make such alterations and will not be held responsible by Participants in any way for any such alterations.

Viaggia Discover Sicily reserves the right to accept or decline any person as a Participant at any time, or to require any Participant to withdraw from the Tour at the expense of



said Participant when such an action is determined by Viaggia Discover Sicily to be in the best interest of the Participant's health and safety, or the general welfare of the other Participants within the Tour.

Assumption of Risk & Release and Hold Harmless from Liability – The Participant acknowledges that s/he (i) is voluntarily participating in the Tour and all activities offered in connection therewith, (ii) is taking responsibility to choose a tour that fits his or her level of health and fitness, and (iii) agrees to assume all risks of travel, including bodily injury, emotional trauma, property damage or theft, and death. Furthermore, by booking the Tour at this time, the Participant also acknowledges the highly contagious nature of COVID-19 and voluntarily assumes the risk for himself/herself, that the Participant may be exposed to or infected by COVID-19 by traveling and that such exposure or infection may result in personal injury, illness, permanent disability, and death even if such injuries or losses occur in a manner that is not foreseeable at the time of booking of the Tour. The Participant acknowledges that exposure to such viruses or disease is an inherent risk of traveling that cannot be controlled or eliminated by Viaggia Discover Sicily.

The Participant, and on behalf of his or her heirs, assigns, personal representatives and next of kin ("Releasers"), hereby release, and hold harmless Viaggia Discover Sicily, its members, officers, agents, and/or employees, suppliers, and other Tour members ("Releasees"), from and against all liability, damage or loss arising from the Participant's participation in the Tour, including, but not limited to, any and all claims, damages, demands, losses, and liability arising out of or related in any way, in whole or in part to any postponement, cancellation, quarantine, delay, refusal of entry or departure,



changes in itinerary or other, injury, disability, death or any other loss the Participant may suffer due to exposure, infection, spread, closure, and travel restrictions related to COVID-19, whether arising from the negligence of the Releasees or otherwise, to the fullest extent permitted by law. The terms of these releases and hold harmless of all liability paragraphs, shall survive any termination or cancellation of this agreement, whether by operation of law or otherwise.

TRAVEL INSURANCE

Viaggia Discover Sicily tour packages do not include insurance coverage. **Viaggia Discover Sicily all-but-requires you to purchase a comprehensive travel insurance policy to protect your trip investment.** A comprehensive insurance policy includes full medical expenses, evacuation coverage, loss or damage to luggage, personal accident, loss or damage to property, trip cancellation or postponement, personal liability, legal expenses, and emergency expenses. It should also include coverage for pre-existing health conditions.

Viaggia Discover Sicily works with several travel insurance providers and can provide you with competitive policies to consider. Please request an appointment with her to discuss options. It is recommended, in order to cover any preexisting conditions you or your loved ones may have, to purchase a policy within 14 days of your initial trip deposit. Your credit card company may also cover travel insurance. Please consult your customer service specialist for confirmation. Should you elect not to purchase travel insurance, you will be required to sign a waiver explaining you have chosen to decline coverage.



Terms and Conditions | Acknowledgement – Small group tours

By marking the “I agree” checkbox upon reserving your tour package, you are agreeing to the following statement:

By marking the “I agree” checkbox upon reserving my tour package, I state that I have read and understood the **Terms and Conditions, including the Cancellation and Refund policy and Responsibility Disclosure Statement**, and I will review any travel documents for accuracy upon receipt and understand that I may contact Viaggia Discover Sicily if I have any questions.

I accept that Viaggia Discover Sicily is not responsible for, nor will I attempt to hold it liable for, any injury, damage, or loss I may suffer on account of any conditions, actions, or omissions that are beyond its reasonable control.

I further understand and acknowledge that travel to many parts of the world may involve the risk of a variety of hazards to my health and/or safety, including but not limited to disease, crime, terrorism, and warfare. Because each traveler’s risk tolerance is different, Viaggia Discover Sicily is not in a position to advise me whether I should travel to any particular place at any particular time. Rather, to assist me in making an informed decision, I should refer to objective third-party sources of travel information, such as that maintained by the Government of Canada (<https://www.canada.ca>) and the Public Health Agency of Canada (<https://www.canada.ca/en/public-health.html>)



I understand that it is my personal decision to travel, and I am doing so with full knowledge of current travel recommendations and travel restrictions with regards to the risks of COVID-19. I accept that the Italian Ministry of Health may decide to impose restrictions on travelers from any country at any time due to COVID or any other reason, and I agree to hold Viaggia Discover Sicily harmless from liability in the case that new restrictions are imposed on travelers and I am unable to enter Italy as a result.

I understand that Canada Border Services Agency requires me to carry a government issued identification document (passport) that is valid for 6 (six) months from the date of entering Italy and other European Union member countries in order to board a flight. I have been advised that the name, date of birth and gender that appears on the identification card must exactly match the same data that is listed on my airline ticket and in my booking records. I acknowledge that my failure to strictly comply with these requirements may result in denied boarding or an undue delay at an airport security checkpoint causing me to miss my flight. I understand that if traveling internationally, I must have a valid passport and, depending upon my destination and nationality, I may need to obtain one or more visas.

Note to Client: Passport and visa information may be obtained by contacting the Travel Advisory Section of the Government of Canada website:

<https://travel.gc.ca/destinations/italy> Non-Canadian passport holders should be sure to contact the embassies of their destination and transit countries to obtain all necessary visas and entrance requirement documents.