

GENERAL TERMS AND SALES CONDITIONS

V2024



Grape Tours and **Grapetrotters** are European Trademark Protected brands of Tour Operators in France, in Italy and all over the European Union.

Grape Tours:

Registration number in Europe: n° 1313763 WIPO classe 39

Registration number in France: n° 12 3 946 889 Classe n°39.

Grapetrotters:

Registration number in Europe: n° 4601357 WIPO classe 33, 39.

Registration number in France: n° 19 4 601 357 Classe n°33, 39

Grape Tours is represented in Italy and in France by Grape Tours SRL, as a tour operator.

Grape Tours, a SRL (LLC) with a capital of 3000 Euros, fully licensed Tour Operator based in ITALY.

Registered Partita IVA: 06382360482 REA: FI-623850

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Technical director: Ilaria Miele

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Professional Civil Liability: Unipol 1/2317/65/101844833

Codice: 79.11.00 - Attivita' di agenzia di viaggio

Registration number in France by Atout France: IM099210007

Grape Tours SRL is fully licensed and bonded Tour Operator and Travel Agency, specialist in Wine Tours in France and in Italy.

ARTICLE 1: APPLICATION OF THE GENERAL TERMS AND SALES CONDITIONS

The present General Terms and Conditions of Sale apply to the services provided by Grape Tours in France and in Italy, also named the Operator referred to Grape Tours SRL.

The General Terms and Sales Conditions will appear along with the tour quote, in order to make a reservation. Before proceeding to payment, you are asked to accept the General Terms and Sales Conditions online. Hence, by booking online you accept the General Terms and Sales Conditions. Any dispute concerning their interpretation and/or their execution will be brought before the Florence Court in Italy.

Prices are indicative (from ... € per person) and are expressed in Euro.

They may be subject to yearly revision and are confirmed at the time of booking by the client.

The price includes all the services mentioned in the program signed by the client. Generally speaking, all personal expenses and transportation are excluded (except contrary mention in the program).

Any person reserving or purchasing any Grape Tours tour accepts the condition that the Operator reserves to itself the exclusive right to change or cancel itineraries and other tour components if necessary, when necessary. Should this happen, Grape Tours will make every effort to offer alternate dates and/or programs. Times listed on itineraries are as accurate as possible but subject to change due to traffic, weather, mechanical, and any other conditions beyond the Operator's control that prevent Grape Tours from operating as scheduled.

Grape Tours expressly disclaims any liability for any damages that may be incurred for any changes, cancellations, or delays in any itinerary.

OUR LIABILITY: Grape Tours represented by Grape Tours SRL in Italy and in France provides a service to travelers in France, Italy, and all over the European Union. Our service is a liaison between said travelers and local merchants, restaurants, and other venues. Grape Tours, therefore, shall not be responsible for breach of contract or any intentional or careless actions or omissions on the part of such suppliers, which result in any loss, damage, delay, or injury to you or your travel companions or group members. Unless the term "guaranteed" is specifically stated in writing on your ticket, invoice, or reservation itinerary, Grape Tours does not guarantee any of such suppliers' scheduling, behavior, or handling of personal effects.

ARTICLE 2: RESERVATION

The reservation will be considered valid as soon as Grape Tours has received a booking along with a payment according to Article 3 with which the guest has agreed to the present General Terms and Conditions of Sale.

For the online bought and paid services on the web sites www.grape-tours.com, www.nice-wine-tours.com, www.tuscan-wine-tours.com.

The reservation is definitively booked by Grape Tours with the confirmation of the payment.

After payment, a voucher/invoice is automatically generated and sent by email.

The client must verify the validity of his/her email address. Grape Tours cannot be held responsible for problems if the client doesn't receive or read the voucher carefully. In case the voucher has not been received, please notify Grape Tours by email and it will be resent.

The confirmation - voucher should be in the possession of the client at the beginning of the tour (printed or saved on an electronic device) and presented to the different service providers.

ARTICLE 3: BOOKING CONDITIONS AND TERMS OF PAYMENT

3.1 For the services named **small group tours** ordered and paid directly on the website www.grape-tours.com, www.nice-wine-tours.com, www.tuscan-wine-tours.com 100% at the time of booking.

For **private day wine tours and Grape Escape**, a full payment is required after your private tour request is approved by Grape Tours.

3.2 For **multiple day tours (Grapetrotters)** a 500-1000 euro per person *deposit* is required at the moment of registration.

6-4 months before the start of the tour, the *final payment* is due.

Payments may be done by credit card through the Stripe payment portal, or on request by bank transfer.

ARTICLE 4: MODIFICATIONS

Modifications of the tour program offered by Grape Tours:

Due to the type of services offered, modifications to the program may arise (dates, timing, itineraries etc.). On no account will such modifications lead to refund payments.

Modifications to a booking made by the client:

Should the client wish to modify a booking or program after signing the quote, he/she will have to inform Grape Tours in writing by email.

Please check your voucher after booking. Make sure the date, time, and number of tickets are correct. We have no power over your bookings – you book your tour and so only you are responsible for what you book and pay for. If you discover to have booked the wrong date and discover so, notify us ASAP!

ARTICLE 5: CANCELLATION

Since the prices are based on pre-booked services, the client is asked to carefully read the following cancellation conditions:

Grape Tours must be informed in writing of total or partial cancellations of the program booked by the client. It is the client's responsibility to verify that Grape Tours has received his or her communication.

In the case of partial cancellation, the pro rata rule applies to the cancellation conditions below.

In the case of total cancellation by the client, Grape Tours' refund of payments is subject to cancellation fees as indicated below depending on the number of days between the cancellation date and the beginning of the tour.

5.1 DAILY JOINABLE TOURS:

For the services ordered and paid directly on the websites www.grape-tours.com, www.nice-wine-tours.com, www.tuscan-wine-tours.com

If the client needs to cancel, these are the fees retained by us (the client is refunded the rest):

+ 30 days before the departure date:	full refund less payment & administrative expenses (7%)
between 14 and 30 days:	50%
between 8 and 13 days:	75%
less than 7 days or no-show:	100% (NO REFUND)

During the booking process, you could purchase a €15 cancellation insurance per person and receive a full refund until 24 hrs before the tour start (with no payment and administrative fees).

On request, guests have always the option to reschedule their tour maximum 4 days prior their tour. The customer's account will be credited of the total amount already paid. The credit could be used during the next 12 months. No refund even partial could be accepted (exception: National Covid regulation 2020).

5.2 PRIVATE TOURS (for 2-8 pp.):

If you need to cancel these are the fees retained by us - you are refunded the rest:

+30 days before the departure date	full refund less payment & administrative expenses (7%)
between 14 and 30 days	50%
between 7 and 13 days	75%
less than 7 days or no-show	100% (NO REFUND)

5.3 PRIVATE TOURS (above 8 pp.):

If the client needs to cancel, these are the fees retained by us to cover deposits we've had to make up front, up to 30 days before the tour:

less than 30 days or no-show:	30%
less than 30 days or no-show:	100% (NO REFUND)

5.4 MULTI-DAY WINE TOUR PROGRAMS (Grapetrotters):

The **deposit** (see article 3.2) is fully refundable for 1 month (less 7% administrative expenses) after the moment of booking (except if less than 6 months before the tour at which point the deposit is retained as it is used for non-refundable deposits on hotels, busses, etc.).

Of the **remainder** (the payment due 180-120 days before the tour), these are the fees retained (the client is refunded the rest):

+180 days before the departure date	Full refund minus administrative expenses (7%)
Cancellation between 180 - 120 days	75%
Cancellation between 120 - 30 days	90%
Cancellation less than 30 - or no-show	100% (NO REFUND)

N.B. A traveller who has subscribed to cancellation insurance from a third party is still fully responsible for payment to Grape Tours according to the payment conditions in the agreement. The traveller should address any reimbursement requests to the third-party insurer.

ARTICLE 6: YOUNG PEOPLE UNDER 18 YEARS OLD

Registration made by young people less than 18 years of age must be signed by one of the parents or legal guardians and marked "With the consent of the father/mother/legal guardian". Besides the regular documents required for the trip, young persons under 18 must be in possession of letter of consent to exit the country signed by one of the parents or legal guardians. Mention also needs to be made of a contact phone number and address in case of an emergency.

Children on JOINABLE TOURS

Infants and children are not allowed on joinable tours.

Recommended minimum age to participate: 16 yrs (legal drinking age in Italy, accompanied by a legal guardian).

Children on PRIVATE TOURS (fees include lunch, but of course no wine tastings).

Children younger than 8: 50 euro per child (please ask if you need us to provide a car seat)

Children between 9-15: 100 euro per child

ARTICLE 7: INSURANCES

Apart from Tour Operators' obligatory liability insurance, no other insurances are included in the prices offered.

As a consequence, when you book your trip, Grape Tours suggests that you should subscribe to an individual and private travel insurance through an insurance company against the following risks:

- cancellation
- repatriation
- loss of luggage
- legal aid
- accidental bodily injury and repatriation

We accept no responsibility for lost or stolen property, for sickness, last minute cancellations, latecomers & or no-shows – whatever the cause for such incidents can be.

We disclaim any responsibility for the storage of luggage or items left in our vehicles or at our office.

ARTICLE 8: LIMITATIVE CLAUSE

The prices set according to prevailing economic conditions, together with the times, programs, and duration of itineraries may be amended from time to time: the prices include all services listed in the descriptions of each offer.

Photographs and illustrations: Every effort has been made to supply photographs and illustrations that give the User an indication of the Services being offered. The purpose of these photographs and illustrations is to advise the User of the accommodation category or level of comfort. Beyond this, they have no contractual value in any way. Grape Tours and its Partners will not be held responsible for and will not guarantee in any way the return of forgotten personal effects or baggage left behind on coaches, minibuses or any other location. The organizers and the Partners reserve the right to cancel or modify itineraries without notice where the comfort or safety of travelers so requires, or in the event of strike action or demonstrations. No refunds will be made where the required documents are either lost or not in order.

Grape Tours cannot be held responsible for any transport delay or cancellation due to any circumstance beyond our control: closed roads, traffic jams, police emergency crew, road interventions, or in case of extraordinary problems: weather conditions, terrorist attacks, extraordinary sporting events, floods, riots, transportation strikes, flight, boat or cruise delay and/or cancellations (Non-exhaustive lists).

In case of a vehicle immobilization during the trip, due to a mechanical failure, an accident, or damage (theft, deterioration), Grape Tours will try to guarantee the journey continuity with another vehicle.

ARTICLE 9: INDIVIDUAL RESPONSABILITY

Tours will leave according to times stated on itineraries and will NOT wait for latecomers. We accept no responsibility for passengers failing to be at designated pick-up points at designated times. NO REFUND is provided for passengers failing to meet our tour at designated times.

It is up to guests to adapt their alcohol consumption, according to their physiological characteristics, and possibly affections with which they can be affected or medical treatments to which they may be subjected. We remind our guests that alcohol consumption is not advised for pregnant women and that in a general way, the abuse of alcohol is dangerous for their health.

Travelers are responsible for themselves and are expected not to break or damage anything belonging to the venues visited on the tour. Anything broken by a guest due to negligence will require payment or replacement by said guest.

Persons causing a nuisance to other passengers may be removed from the vehicle. Grape Tours will not be liable for any expense incurred by the passengers should this occur.

Uncontrollable and disruptive drunken behaviour will not be tolerated. Wineries reserve the right to refuse service and entry. Disruptive persons will not be allowed in the van. **No alcohol or food is allowed on our vehicles.** You may not bring your own alcohol for consumption. Individuals are responsible for any damage inflicted on our vehicles or at wineries. Smoking is not permitted in our vehicles or inside winery buildings.

As our drivers' responsibility is engaged during the transportation period, they are required to apply and enforce all current laws. The client shall make no requests, nor shall any request be honored by the driver to exceed the authorized speed limit or to commit breaches of any traffic rules.

Grape Tours reserves the right to interrupt the service in progress if the driver is aware that the client is in The act of committing an offense such as using narcotics, endangering the driver's safety, or a noticeable lack of politeness by the client towards the driver.