#### **TERMS AND CONDITIONS**

Terms and Conditions of booking with Yellowboot

(Please read carefully as they set out our respective rights and obligations. Once you purchase your ticket (booking), by default you accept these terms and conditions.).

Once sole trader Carlo Ceriali operating as 'Yellowboot' confirms your booking a contract is made between 'Yellowboot' and you upon the terms and conditions set out below. 'Yellowboot' -hereinafter referred to as 'we', will only confirm your booking once we have received full payment for your tour.

We only provide "day tours" without overnight stay or airfare and we are not considered a tour operator. You will return to your place of origin on the same day of your departure.

### **Booking with Yellowboot**

- 1. Once full payment is made you will be allocated a place/places on the particular tour and a confirmation email will be sent to you. This is your confirmation of booking. This should be printed and saved for own reference.
- 2. Once you book your ticket, you accept and abide by these terms and conditions.
- 3. We accept no responsibility for incorrect email or inability to deliver email. If your confirmation does not arrive on time or at all, then you must ask us to resend the email confirmation of the tours you have paid for.
- 4. All internet bookings will be confirmed by email. All bookings will be confirmed when payment is made via PayPal or bank transfer.
- 5. We reserve the right to sell any places reserved without full payment or a deposit.
- 6. It is the responsibility of the passenger to check the accuracy of dates booked upon receipt of their travel documents.
- 7. Depending to the nature of the various tours age requirements may vary. We advise that wine tasting activities are for over 18's only. Although we would allow under 18's to attend accompanied by an adult, we would not be able to allow them to participate in any of the wine tasting experience.

# **Insurance**

- 1. There is no travel insurance cover included in the price of the ticket.
- 2. We take no responsibility for any injuries or loss to you incurred while on your tour. We accept no responsibility for the theft, loss or damage to personal belongings from at any time during the duration of your tour.
- 3. We strongly recommend that you take out comprehensive insurance cover for cancellation, medical expenses, personal accident, personal baggage, money and public liability before you travel. You may not be accepted as a Yellowboot passenger unless you have arranged satisfactory insurance.

# **Cancellation / Refunds**

- 1. Cancellation of your booking must be in writing by email to Yellowboot. When written notification has been received by Yellowboot a fee of GBP 10 or Euro 15 (per person) will be levied to cover administration costs.
- 2. You are entitled to a full refund only if you give us 28 days notice of your intention to cancel.
- 3. If you choose to cancel within 28 days before the start of your tour, no refunds will be granted. You can choose to change your tour departure to another date (subject to availability). Permission to do this up to

- 48 hours before departure is subject to a fee of GBP 10 or Euro 15 (per person) and is entirely at the discretion of Yellowboot.
- 4. In the case if a private group booking (group defined as 9 people or more) we would require 6 weeks notice of cancellation and a GBP 100 or Euro 150 administration fee.
- 5. If you are unable to attend the tour, you can reassign your booking to another person.
- 6. Tours already booked can not be cancelled and rebooked where special offers are made available. This applies to all trade shows and any other special offers that may be available.
- 7. Should you miss your Yellowboot tour departure time we are unable to offer refunds.
- 8. Any refund which has been agreed with Yellowboot can only be refunded by bank transfer, it cannot be carried out using a credit card. Refunds may only be made to the bank account of the person to be refunded. This cannot be done by credit card and the onus is on the person to be refunded to provide bank account details, IBAN and swift code with email proof on any overcharge.

# Changes by us

- 1. We reserve the right to change our typical itineraries at any time and at our discretion. As professionals we will endeavour to avoid this and if this is necessary, we will substitute alternative arrangements of comparable monetary value. The tours may operate in either direction, for operational reasons.
- 2. We reserve the right to alter our itinerary in the event of happenings outside the control of Yellowboot. This includes outbreaks of 'foot and mouth' or other contagious diseases, revolution, national or local strikes and/or protests, social disorder, political unrest.
- 3. We reserve the right to increase or decrease the price of our tours at any time.
- 4. We reserve the right to launch amended brochures in the public domain at any time.

# **Travelling**

- 1. You must obey the laws of the United Kingdom of Great Britain and Northern Ireland, the European Union and Italy whilst travelling on our tours. If you do not do so, you may be asked to surrender your ticket, which may be cancelled without any refund. It is our representative who will decide to cancel your pass or not and their decision will be final.
- 2. Your appointed Yellowboot guide (or the vineyard staff) may need to make a decision in the interests of safety. It is a condition of bookings that you comply with the authority and decisions of the appointed representative of Yellowboot (or vineyard staff). If you do not comply with the said representative and are not compatible with the general enjoyment and well being of members of the tour, we reserve the right to refuse to allow you to continue the tour. In such a case we will not be liable for any refund, compensation or any additional costs incurred by you. We cannot accept liability for the behaviour of others on your tour nor if any facilities are curtailed as a result of their actions.
- 3. It is your responsibility to meet your tour at arranged points. Because of the nature of the service, Yellowboot will not be liable if any service leaves or arrives later than its specified time, even if as a result you miss a connecting service. Yellowboot will endeavour to ensure that departure and arrival times are met.

# Pick up points

- 1. All of our tours depart from locations specified by us and specific information on the selected location will be provided in the confirmation of booking. It is your responsibility to meet your tour.
- 2. Pick up times are approximate and dependent upon traffic.
- 3. If you miss your departure time we do not offer refunds.

# Your obligations and responsibilities

- 1. You must inform us in writing of any medical condition that's requires attention or medication before your tour commences.
- 2. We are not responsible for any food or drink allergies that may affect you.
- 3. During the tour your tour guide may take photographs and films of you (individually or as part of a group) while you are a passenger or location at a vineyard or during other tour activity, and these may be used in our website or brochures and/or advertising and publicity material without obtaining any further consent or payment in respect of such photographs and/or films.
- 4. When you book with us, you accept responsibility for any damage or loss caused by you. Full payment for any such damage or loss must be paid at the time direct to the owner or manager of the vineyard or suppliers or other person involved. If you fail to do so, you will be responsible for meeting any claims (including legal costs) subsequently made against us as a result of your actions.

#### **Complaints**

1. In the highly unlikely event that you may wish to make a formal complaint against Yellowbobot. Please inform the Yellowboot tour guide representative at the time. If the matter cannot be resolved immediately or during your trip after the representative's best endeavours to do so, your complaint should be made in writing to Yellowboot as soon as is reasonably possible after the tour, but within 30 days thereof so that your complaint can be investigated. Yellowboot will not consider any claims after the 30-day period. You will be assured of respect and courtesy whilst your complaint is being dealt with.

#### **Weather Conditions**

1. Under no circumstances can we be held responsible for weather conditions. No ticket can be cancelled or amended by you at any time on the basis of weather conditions. We accept no responsibility for weather conditions that may affect the delivery and implementation of our itinerary.

#### **No Smoking Policy**

1. We do not permit smoking on any of our supplier's vehicles.

#### General

- 1. The booking conditions detailed herein contain the entire contract between you and Yellowboot. No representation, term, warranty or condition can be expressed or implied by reference to any other writing, advertisement or conversation. This contract may only be varied in writing by a duly authorised officer of Yellowboot
- 2. This contract and all matters arising out of it are governed by English law. We both agree that any dispute, claim or other matter which arises out of or in connection with this contract or your tour will be dealt with by the Courts of Her Majesty Courts in England only. Changes to these Booking Conditions will only be valid if agreed by Yellowboot in writing.
- 3. Every effort is made to ensure the accuracy of our website, brochures and other printed material at time of going to print or digital communications, however Yellowboot cannot be held responsible for copy and typographical errors, or errors arising from unforeseen circumstances.
- 4. Yellowboot is operated by:

Carlo Ceriali

5 Nacovia House Townmead Road London SW6 2GW UK

www.yellowboot.it

# hello@yellowboot.it

(Please read carefully as they set out our respective rights and obligations. Once you purchase your booking, by default you accept these terms and conditions.)