



1. Bookings.

The acceptance of the bookings by the Lubea Travel agency (in the following referred to as Lubea) is subordinate to the availability of the places.

The booking is understood accepted when Lubea issues a fax or an e-mail confirming the items you have booked. No contract will exist between us until we have received the required deposit(s). Voucher with driving instructions to get to the property booked will be issued and sent by mail or e-mail upon receipt of the balance due.

2. Website Information.

All the properties on our web site are checked frequently by the Lubea staff. We have taken the greatest care to ensure the accuracy of all information contained in this website relating to any services advertised. Descriptions and details as on our web site, are drawn up in good faith. In any case where further changes are not notified by the property owners Lubea declines any responsibility but agrees to do all that is reasonably possible to resolve any problem.

3. Payments.

a) Booking deposit - At the booking time a deposit equal to 25% of the total price is required.

b) Balance - The balance due must be paid 30 days before arrival.

If the balance is not received by us in full and on time, we have the right to treat your booking as cancelled by you in which case the cancellation charges as set out in clause 7 will be payable. We accept payment by bank transfer or credit card.

4. Late bookings.

Bookings made within 30 days of arrival are deemed as late bookings. Full payment will be due immediately and once this has been received by us, all booking conditions will apply. Should you cancel after this point, cancellation charges as shown in clause 7 will apply.

5. Holiday documents.

The dispatch of your holiday documents are conditioned to the reception of the balance by Lubea, in the terms scheduled from the art. 3. After the payment of all amount due, Lubea will issue the leasing voucher with the driving instruction to get to the booked property. The voucher is only valid for the title holder and is non-transferable.

6. Transferability.

The Traveller that is in the impossibility to undertake the confirmed booking, could surrender his own booking to a person that satisfies all the requested conditions for the Tour. In this occurrence, the Traveller must inform Lubea with at least 15 days of warning as regards to the foreseen arrival date.

Lubea won't be responsible of the missing acceptance of the new nominative by the third parties suppliers of service(s). The Traveller surrender and the new Traveller are both responsible for the payment of the sale of the price and for the additional resultant expenses.

7.Cancellation by you.

You may cancel the holiday notifying us at any time prior to arrival. The following charges apply which are payable by you depending on the date we are properly notified of the cancellation:

- a) recess prior to 31 days before arrival: no penalty;
- b) recess from 30 to 21 days before arrival: 25% of total price;
- c) recess from 20 to 11 days before arrival: 50% of total price;
- d) recess from 10 to 4 days before arrival : 75% of total price;
- e) recess in the 3 days before arrival and no show: 100% of total price;
- f) no reimbursement is due to the Traveller that decide to interrupt the Tour already initiated.

The applicable cancellation charges must be paid even if you have not at the time paid the full cost of your holiday for whatever reason.

8. Alteration and cancellation by us.

The Traveller can cancel the booking without paying the amount for the recess as referred to the preceding clause, in case of meaningful modification by Lubea of one of those essential elements of the contract, that is:

- a) increase of the total price of the Tour superior to 10% of the price at the confirmation date;
- b) skid of the arrival and/or departure date superior to 48 hours,
- c) modification of the category of hotel in pejorative sense.

In all cases, the Traveller will be kept to communicate, within 48 hours from the reception of the communication of modification, if he understands either practice the right of recess or accepts the modification.

In absence of communication by the Traveller, the modification will be understood approved.

We may occasionally have to cancel your holiday as a result of "force majeure" that is any occurrence outside our control and which could not have been avoided with all due care. Such events may include war or threat of war, riots, civil strife, terrorist activity, natural or nuclear disaster, government action, adverse weather conditions and all similar events out of our control. In this situation, we regret we cannot make any refunds, meet any costs or expenses you may incur as a result or pay any compensation.

9. Our responsibility.

The contracts of which to the present program are understood to be regulated from the law n. 1084 of 27/ 12/ 1977, ratification of the international convention of Bruxelles of 23/ 04/ 1970.

1) As a Tours organizer, the responsibility of Lubea towards the travellers, and their belongings, is regulated by the laws and by the international conventions concerning the Tour organizer responsibility and the service(s) object of the all inclusive Tour, valid at the moment of the verified fact that has originated this responsibility. The responsibility of Lubea cannot, in any case, exceed the scheduled limits from the applicable laws and conventions and more particularly the limits for individual damage as specified in the following:

2) Damages to the person of the traveller, dependent from the breach or from the bad execution of the service(s) object of the Tour, by Lubea or by his appointees, i.e. from the third parties lenders of service(s) during the vacation. The responsibility of Lubea for said damages cannot, in no case, exceed the measure defined by the Convention of Bruxelles of the 1970 (ratified with law n. 1084 - 27.12.1977).

3) Damages, loss, theft, relative to the belongings owned by the traveller (i.e. baggage), dependent from the breach or from the bad execution of the service(s) object of the confirmed Tour, by Lubea or by his appointees (third parties) lenders of services. The responsibility of Lubea cannot exceed the limits of the International Conventions regarding the service within which the harmful event has been verified and, however, the measure of 30% of the value of the Tour for each traveller.

4) Lubea won't be, in any case, responsible of the damages, of any kind, when the breach or the bad execution of the contract is not imputable neither to his guilt, neither to the guilt of other supplier of service(s), due to the ascertain lacks in the execution of the contract, that:

- are imputable to the Traveller;
- are imputable to a third party extraneous to the supply of the service(s) and present an unpredictable or insurmountable character;
- are due to causes of "force majeure" or to an event that Lubea or the supplier of the service(s) in question, could not, even with all due care, foresee or avoid.

5) Lubea won't be in no case responsible of the damages:

- consequent to the omission, by the Traveller, of recommendations or instructions of Lubea or of the tourist guide on site.
- due to services furnished by third parties and not mentioned at the moment of the confirmation of the booking;
- due to autonomous initiatives of the traveller.

10. Properties.

All services and facilities offered by us are subject to the standard terms and conditions of the Supplier and are incorporated into our contract with you. A security deposit will be requested to you on arrival at any villa/apartment and payable to the key holder or Owner. The amount of this deposit will be shown on the confirmation invoice.

You are responsible for ensuring that any villas/apartments provided are left upon departure in the same conditions of cleanliness and repair as upon arrival. Any loss or damage caused by you will be deducted by the Owner from your breakage deposit.

Property Owners reserve the right to refuse admittance if the number of persons arriving exceeds the number on the booking form and voucher or the maximum sleeping places as detailed in the web site.

Any change of persons made during the lease is forbidden unless previously agreed by Lubea. Failure to observe the above terms may lead to the owner of the accommodation let refusing initial access to the property. In addition, if the owner breaches the above terms during the term of the lease the property owner has the right to deny further access to the property.

Where a property offers a price for varying numbers, empty bedrooms will be closed.

11. Complaints.

Any complaints must be notified to Lubea and to the Agent where the booking was made, within 48 (forty eight) hours from arrival. Complaints not advised within the above time limits will not be considered valid and clients will lose the right to any compensation. In any case where Lubea agrees to help resolve any complaint the client must allow sufficient time to resolve the problem. Should the client leave the property for whatever reason without notifying the claims of whatever nature or without waiting the intervention of Lubea shall be considered null and will lose the right to any compensation. In the unlikely event that you are still not satisfied upon your return from your holiday, you must write us giving full details within 10 days. Lubea will not accept as causes for complaint weather conditions, stings or presence of insects, lack of water or electricity, work in progress, etc., if these depend on state-run organizations.

12. Rates.

The rates quoted are based on the course changes and most of them refer to one week holiday (usually from Saturday to Saturday). Each property has its own specific price list and is updated every year. On the price lists is indicated what is included and not included in the weekly rate.

13. Valid documents for the expatriation.

It will be care of the customer to provide for the regulation of all the valid documents for the expatriation. Lubea declines each penal and moral responsibility for lack of valid documents for the expatriation and inaccuracies of the same.

14. Law and jurisdiction.

Your contract with us is governed by Italian Law and to the exclusive jurisdiction of the Italian Courts.

For each controversy will be competent the Hole of Siena.

15. Insurance.

Lubea has of all the compulsory insurance provided by the EU and implemented by the various member states, as well as by Italian laws and the Tuscany Region, in the field of tourism (business risk, bankruptcy, insolvency, damage to customers, etc.).

16. Administrative authorization.

Authorization of the Province of Siena n. 91 dated August 1999

17. Mandatory notice.

Italian laws punish the crimes inherent to the prostitution and to the juvenile pornography with the punishment of the imprisonment, also if it has been committed in the foreign countries as per Law n°269, 3 august 1998, art. 16

19) RIGHT OF PRIVACY:

For a valid booking, Agenzia Lubea needs some personal information from the client. Agenzia Lubea is responsible for managing these data as per the D. LGS. 196/2003 (Italian Law) and will save this personal information in an independent database. These data will be used by Lubea only to valid the booking and to communicate with the client for the present and the future. In any case this personal information will not be forwarded to any other third parties (the only exceptions are in case of contract and Italian law obligation). In any case, the client has the right to be informed and to oppose to the use of this personal information as per the art. 7 of the above mentioned D. LGS. 196/2003.

Date_____

Signature_____