



*EU co-founded project with the POR FESR 2007 – 2013 – activity 3.2.b
“Development of advanced information technology services for the tourist system”*

GENERAL TERMS AND CONDITIONS BETWEEN THE USER AND THE SERVICE PROVIDER

1. GENERAL PROVISIONS

The following general terms and conditions (hereinafter referred to as GTC) rule the contracts made between the User and the Tourist Services Provider through the Booking System of PromoTurismoFVG. Said GTC are applied, subject to the current mandatory regulations as per the provisions of the legislative decree No. 70 dated 09/04/2003 and the legislative decree No. 206 dated 06/09/2005 (Consumer Code), as well as the Civil Code and customary practice and subject to the particular agreements between the User and the Tourist Services Provider.

2. DEFINITIONS

In order to apply these GTC, the terms hereinafter conventionally indicated in capital letters (whether in singular or plural form) shall have the following univocal meanings:

- User: it means the subject, natural or legal person, who uses the Booking System of PromoTurismoFVG in order to make a reservation at the tourist accommodation facilities, in the hotels or in accommodations other than hotels.
- Tourist Services Provider: it means the tourist accommodation facilities located in the territory of the Autonomous Friuli Venezia Giulia Region.
- PromoTurismoFVG: it means the institution which deals with the management of the Booking System of PromoTurismoFVG.
- Tourist Portal: it is the website operating at the address <http://www.turismofvg.it>
- The Booking System of PromoTurismoFVG: it means the technological platform aimed at supporting the request for accommodation availability and the possible following reservation. The System uses an online facility, which is on the following website <http://www.turismofvg.it>
- Reservation: it means any order relating to a tourist service through the Booking System of PromoTurismoFVG.
- Reservation Confirmation: it means the communication which confirms the requested service (voucher), generated by the System which sends it to the User and to the chosen facility.
- No Show: it occurs when the User does not turn up at the booked facility, without having timely cancelled the reservation.
- Overbooking: it occurs when the booked accommodation is not available at the accommodation facility.

3. HOW THE SERVICE WORKS

By making a Reservation through PromoTurismoFVG a direct (legally binding) contractual relationship is established with the Tourist Services Provider at which the Reservation has been made. Once the above Reservation is made, PromoTurismoFVG acts exclusively as an intermediary between you and the accommodation facility, transmitting the Reservation details to the relevant facility and sending you a confirmation email for and on behalf of the accommodation facility.

The Tourist Services Provider is the sole exclusive and direct responsible towards the User for the correctness, completeness, truthfulness as well as for the updating of the data entered in the Booking System of PromoTurismoFVG, including all the information relative to the prices applied and the availability of rooms and lodgings.

Although we offer our service with scrupulousness and care, we are not able to verify or guarantee the accuracy, the completeness and the correctness of the information, nor may we be held responsible for any errors, service interruption (whether due to (temporary and/or partial) breakdown, repair, upgrade or maintenance of the website or otherwise), for inaccurate, misleading or false information or for its non-delivery.

The presentation order to the User of the facilities which can be booked through the Booking System of PromoTurismoFVG is casual and is not based on rating or quality criteria. The proposal of a facility is the result of the search set by the User on the Booking System of PromoTurismoFVG according to given parameters such as: the locality, the period, the length of the stay, the type of accommodation, the number of lodgings, the number of persons.

4. HOW TO MAKE A RESERVATION

The Reservation of the accommodation will be carried out online, through the Tourist Portal <http://www.turismofvg.it>

With the Reservation the contractual relationship is directly established between the Tourist Services Provider and User.

Upon Reservation, the Booking System of PromoTurismoFVG generates a communication for confirming the requested service (voucher) and sends it directly to both the User and the selected Tourist Services Provider. The information relative to the Tourist Services Providers is contained in the notes and details of the offer, which can be consulted before the conclusion of the reservation process.

5. CREDIT CARD

PromoTurismoFVG will request your credit card details exclusively for checking its validity without advance charges. In order to safeguard and encrypt credit card information during its processing, we use the "Secure Socket Layer" (SSL) technology and https (http secure) protocol.

In case of No Show, non-refundable rates or rates that require advance payment or a deposit, PromoTurismoFVG may communicate, upon verification and in a safe way, the credit card number to the accommodation facility only if provided for in the general conditions of the latter.

Afterwards, under its responsibility, the accommodation facility may charge the amount due.

Such conditions will be valid for any dispute that may arise between the user and the accommodation facility.

Before making the Reservation, please carefully check the room and price details for any such conditions.

The acceptance of these general terms and conditions represents the authorisation to process the data by the reference Bank of PromoTurismoFVG, with the sole aim to execute the Reservation.

6. PRIVACY

In compliance with the provisions of EU Regulation no. 679/2016 (GDPR), we would like to inform you that PromoTurismoFVG will process the personal data you have provided by computerised means on protected electronic supports for the institutional purposes of the Organisation. Your personal data may be used to inform you of events and initiatives and to promote the attractions of the territory of the Friuli Venezia Giulia Region and its tourist services. The data will not be disclosed to third parties except to providers responsible for implementing the tourist service you have requested. The provision of data is optional for you and any refusal or interruption has no consequence other than hindering the provision of the requested service. Your data will be stored for statistical purposes for the duration provided for by legislation and will be subsequently deleted. You have the right to lodge a complaint with the Privacy Commissioner, ask the Data Controller for access to your personal data and correct or delete them, restrict processing of such data or object to their being processed (Art.15 et seq. of the GDPR). The specific request to our Organisation should be submitted to the Data Protection Officer, the General Director, checking the e-mail address on our institutional website. The Data Controller is PromoTurismoFVG – via Locchi n. 19 – 34143 Trieste – Italia.

7. CHECK-IN AND CHECK-OUT

Unless differently stated by the Tourist Services Provider the services booked are available to the User at the following times:

- **Check-in:** by 3 PM
- **Check-out:** by 11 AM

8. CANCELLATION OF THE RESERVATION

By making a Reservation with the Tourist Services Provider, you accept and agree to the respective cancellation and no-show policy and any additional regulations, terms and conditions which may be applied to your Reservation or during your stay, including the services and/or products offered.

Please note that certain rates or special offers are not eligible for cancellation or changes. **Before making your Reservation, please carefully check the room and price details for any such conditions.**

If you wish to cancel your Reservation made through the Booking System of PromoTurismoFVG you have to send a written communication (by fax or email) to the chosen facility, who will in turn have to send the relative communication to PromoTurismoFVG.

The cancellation of your Reservation is ruled by these general terms and conditions **unless differently stated by the service Terms and Conditions in force at the accommodation facility.**

Terms and conditions:

- **Cancellation up to 14 days before the arrival date:** no costs/charges
- **Cancellation from 13 to 7 days before the arrival date:** 30% of the price of the stay will be charged.
- **Cancellation from 6 days to 1 day before the arrival date:** 50% of the price of the stay will be charged, except for Reservations for 1 night only. In this case the total price of the stay will be charged.
- **No Show:** the entire cost of the stay will be charged, unless differently stated by the accommodation facility in its general terms and conditions.

In the case of Reservations for which a confirmation down-payment has been made, the amount paid by the User will be paid back (in case the cancellation has been asked for up to 14 days before the arrival date) by bank transfer within 30 days from the completion of the relevant necessary operations unless different terms and conditions are in force at the accommodation facility.

9. SUBSTITUTIVE SERVICES AND FORCE MAJEURE

If the service booked is not available at the chosen facility, due to Overbooking or other reasons, the Tourist Services Provider has to find another equivalent or higher category accommodation, at the same facility or in case at another facility in the same place or in nearby localities, belonging to a category at least equivalent to the one of the Tourist Services Provider and offering analogous or higher quality services.

The Tourist Services Provider must pay all the possible higher costs for the substitutive accommodation. If the service cannot be rendered due to force majeure, the contract is cancelled and the Tourist Services Provider has to pay back the amount the User may have paid to guarantee the Reservation.

10. OBLIGATIONS OF THE USER

Once the Reservation is made, the User will have to communicate any possible new request and/or change directly to the Tourist Services Provider, following the instructions at the bottom of the Reservation Confirmation. Partial changes to the Reservation have to be requested in writing (by fax or email).

The User will make the payment due for the service booked directly to the Tourist Services Provider, following its instructions stated in the Reservation Confirmation and net of the possible down-payment.

11. OBLIGATIONS OF THE TOURIST SERVICES PROVIDER

The Tourist Services Provider cannot withdraw from the Reservation not even partially, and it has to supply the service booked, except for the cases of non validity of the credit card used for the payment and for reasons of force majeure.

The Tourist Services Provider has to offer the service agreed upon according to the appropriate quality standards for the type of service booked and the facility rating, and also guarantees the truthfulness of the supplies mentioned and the respect for the laws and regulations in force relative to the accessibility for disabled persons.

The Tourist Services Provider guarantees that all the prices it indicates in the Booking System of PromoTurismoFVG are inclusive of VAT and possible other taxes.

12. DISCLAIMER

To the extent permitted by law, neither PromoTurismoFVG nor any of our operators, directors, employees, representatives, affiliated partners, persons involved in creating, sponsoring, promoting or in making available the site and its contents, shall be held responsible for:

- Any punitive, special, indirect or consequential loss or damages, any loss of production, loss of profit, loss of revenue, loss of contract, loss of or damage to goodwill or reputation, loss of claim;
- Any inaccuracy relating to the (descriptive) information of the Tourist Services Provider (including supplies, rates, availability and rating), as made available on the PromoTurismoFVG Portal;
- The services rendered or the products offered by the Tourist Services Provider;
- Any (direct, indirect, consequential or punitive) damages, losses or costs suffered, paid or incurred, pursuant to inability to use or delay of the Portal, and arising out of or in connection with the use;

- For (personal) damages, death, damages to property or other types of damages (direct, indirect, special, consequential or punitive), for the losses or costs suffered, paid or incurred, for lawsuits, errors, violations, (serious) misconduct, intentional misconduct, omissions, negligence, perjury, third party liability, contractual liability or tort liability, absolute or vicarious, attributable – partially or integrally – to the Tourism Service Provider (in the persons of the employees, directors, managers, agents, representatives, as well as of the branch companies). Typical causes for third party liability exemption include – but are not limited to – (partial) cancellations, overbooking, force majeure, unforeseeable circumstances and any other event for which suitable control and/or supervision cannot be materially claimed by the Tourism Service Provider.
Typical cases of force majeure/unforeseeable circumstances include – but are not limited to: wars, revolutions, acts of terrorism, robberies, closing of borders, epidemics, natural disasters, accidents, strikes.

13. ANIMALS

Animals are allowed into the accommodation facility only upon authorisation by the Tourist Services Provider and, in case, for a consideration.

The accompanying dogs for blind persons are not included in the above prohibition.

14. APPLICABLE LAW AND COMPETENT COURT

These general terms and conditions and the particular provisions of the single Tourist Services Provider shall be governed by the Italian law.

Any dispute relating to the interpretation, the application and enforcement of the contract between the Tourist Services Provider and the User shall exclusively be submitted to the competent court in Udine.