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Terms and Conditions of Service, 2005-2018

Aielli – Benevento LLC (aka 'A&B Private Client Travel')

Ambassador Style Travel & Private Concierge Class

1) Service Cancellations

- a. All touring activities such as cruise, cooking, cycling, spa appointments, etc...as well as private car, or guide orders *may be* refundable if requested prior to cancellation dates. During high travel season from April 15th thru October 30th, client may incur cancellation penalty ranging from 50% to 100% if cancellation request occurs prior to 72 hours before executed service. All cancellation requests must be made by email or fax. Normal business hours are based on Italy time (= Eastern Standard Time + six hours.)

2) Private Transportation

- a. The above rules shall apply to all ordered private transports. For airport or city to city transfers, unscheduled car stops charge 75 Euros per hour; Private airport transfers are by Mercedes E Class or Mercedes Minivan or comparable vehicles. Vehicles for arranged day excursions and city-to-city transfers may vary. Transport vendors reserve right to use larger or smaller vehicles to accommodate luggage and groups of three persons or more. All services employ licensed drivers.

3) Private Transportation - Same Day Cancellations

- a. When client cancels ordered service, Aielli & Benevento will always endeavor to negotiate a lower charge with vendor on client's behalf; however, during high season, same day cancellations will in most cases result in a 100% penalty or full cost of ordered service.

4) Hotel Substitutions by Client

- a. Part of Aielli & Benevento's fee for service is derived from the standard industry commission of 10% from each night's per room hotel stay. If, after engaging Aielli & Benevento as its travel planner or after signing the client authorization form, a client changes a hotel booking, substitutes a new hotel, or in any way deprives Aielli & Benevento of the industry commission, the agency reserves right to charge client a \$100. USD per night, per room for the cancelled stay.

5) Hotel Cancellations - Penalties

- a. Client is fully responsible for any penalties applied by hotels that result from hotel cancellations by client, even when client notifies agency of desire to cancel a reservation. In all cases, Aielli & Benevento will always endeavor to use best efforts to acquire the best possible room for a client; however, we cannot guarantee that any and all requests—including smoking or non-smoking room—will be met as such are subject to availability and other hotel management issues. Client desire to cancel a room reservation due to failure to receive specific type of room requested does not constitute sufficient cause to make cancellation. Client will remain solely responsible for all cancellation penalties and commissions due agency as specified herein.

6) Executing A Cancellation For Approved Touring Service:

- a. To submit a cancellation within normal business hours, request must be received no later than 11:00 EST Cancellation terms for accommodations vary from hotel to hotel.



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Cancellation dates may be listed on client correspondence; however, client is ultimately responsible for knowing the last day prior to incurring cancellation penalty. In the case where client cancels travel at “last minute” Aielli & Benevento will endeavor to make cancellations on behalf of client on that day. However, for client travel plans that have more than eight scheduled services, Aielli & Benevento reserves the right to handle cancellations in a 48-hour period. Cancellations will be undertaken by Aielli & Benevento during normal business hours, Monday thru Friday, 9AM-6PM EST. The client is responsible for communicating by email or by fax request for cancellation. Cancellation requests received after business hours will be handled on the next business day.

7) Intellectual Property - Travel Plans, On-ground Contract Support staff.

- a. The information enclosed in any A&B travel plan represents the intellectual property of our company. It is intended solely for our clients (person or entity) to which it is addressed and contains confidential and/or privileged material for that specific express engagement or trip. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited. The on-ground in Italy licensed professionals who work as trip contractors for A&B also represent our intellectual property as human resources that support our tripmanagement work. A&B clients by engaging A&B services agree that drivers, guides, driver-guides, travel agencies, and othe hospitality trade professionals who work for A&B executing services for a specific client fall within a protected class of personnel; therefore, any A&B client who wishes to ustilize our support staff for another touring experience shall contract said professionals through Aielli-Benevento LLC, or alternatively be obligated to pay Aielli-Benevento LLC a fee equal to previous trip fee for access and usage of these A&B contract professionals.

8) Consulting Fee/ Arrangements Fee – Non-Refundable

- a. All Consulting / Arrangements services will be billed to the client only after client signs Authorization form in travel planning proposal. The A&B consulting fee is non-refundable once authorized in writing or once consultation begins, whichever is first. Commencement of consultation is defined as when the client has received from an Aielli & Benevento travel consultant any advice, suggestion, recommendation, draft outlines, travel plans, etc... pertaining to the proposed trip whether it be by phone call, fax, email or written letter.

9) Modifications of Client Travel Plans:

- a. The client may modify the travel schedule up to 14 days prior to travel. Modifications made thereafter may incur a \$250 RUSH Fee to process. Modifications must be made as follows: Modifications will be undertaken by Aielli & Benevento during normal business hours, Monday thru Friday, 9AM-6PM EST. The client is responsible for communicating by email or by fax request for Modifications. Modifications requests received after business hours will be handled on the next business day. Aielli & Benevento will endeavor to make Modifications in 48 hours and provide updated schedule to client by email.

10) Trip Postponements, Re-bookings

- a. If client wishes Aielli & Benevento to cancel and then re-arrange special travel services



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on another date, client may incur administrative charge equal to \$250 or 50% of originally billed arrangements fee, whichever is greater. If an entire trip re-booking is required in less than 15 days from original departure date, agency reserves the right to charge the client a \$250. USD re-booking fee.

11) “Packaged Tour” Group Touring Terms: Reservations and Payments (Group Tours)

- a. Receipt of a deposit of 50% per person, and signed contract is required to hold your reservation. The balance is due 60 days before departure. Certified checks, bank checks or credit cards are required for all final payments made within 30 days of departure. Also, for payments received within 21 days of departure you will be charged the cost of sending documents by express mail, \$25 per mailing. Any person or entity, including a travel agent, with whom you deal other than Aielli & Benevento in purchasing this tour acts strictly as your agent in dealing with us. Accordingly, we disclaim liability for payments made to anyone until we receive such payment earmarked for your account and we accept it as such.

12) “Packaged Tour” Prices

- a. All prices are subject to increase due to any increase in our costs, such as, but not limited to: increases in air, land or sea fares, fuel cost, currency fluctuations, unless our web site indicates that a particular Tour price is guaranteed by full payment before a specific date and all the conditions of that guarantee are met. Departure taxes are not protected under the price guarantee. Gratuities not specifically mentioned are excluded. The price does not include transportation between your home and the airline terminal or pier or personal items. Your return ticket is subject to strict limitations. **LAND ONLY and AIR DEVIATING TOUR MEMBERS must arrange their own transportation from airport to hotel and hotel to airport.** No refund will be made for any accommodations or services included in the tour that you do not use. In case of printing typographical error, computer error, or human billing error, we reserve the right to invoice or re-invoice participants with corrected billing.

13) Airline and Airport Taxes and Charges

- a. While the use of some airline companies is contemplated, Aielli & Benevento may provide air transportation via any carrier on scheduled or charter service. All taxes, fuel surcharges, security charges, and any other type of taxes or charges imposed by airlines, airports, governments, etc., are not included in the tour prices. At the current time, US departure tax is in the \$150-200 range per person. These taxes are subject to change.

14) Return Information for Group Tours

- a. Your tour terminates after breakfast on the final day. Hotel check out time is 12 noon. About two hours before flight time, you will be transferred to the airport for your return
- b. home. Hospitality rooms, based on availability, may be made available to guests with flights departing after 3pm.

15) Ticket Revision / Cancellation Fee

- i. Once tickets are issued, a \$200 per ticket revision/cancellation fee will apply to each ticket plus the cost of express mail charges.

16) “Packaged Tour” Substitutions

- a. We reserve the right, in our discretion, to substitute carrier, aircraft, charter flight for scheduled flight, cruise line, and to alter the itinerary, substitute portions of the



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sightseeing, ports of call, entertainment, hosts, entertainers, hotels, restaurants, party and banquet locations, or other accommodations.

17) Holidays and Changes

- a. During local or national holidays abroad, certain facilities such as museums, sightseeing tours and shopping may be limited. In such instances, and whenever possible, slight itinerary adjustments are made by Aielli & Benevento to minimize inconvenience to tour members. If, however, your enjoyment might be diminished by such minor limitations, please check with the appropriate tourist office before selecting a departure. Holidays, closing days and other circumstances may change the day of the week for scheduled dining out, sightseeing and other activities.

18) Travel Documents

- a. United States citizens require a valid passport only, when they travel to Europe. Non-citizens have other requirements that should be checked immediately.

19) Baggage & Insurance

- a. Each tour member is limited to one large suitcase and small carry-on bag. The airlines are charging extra fees for checked luggage that exceeds 62 cubic inches (calculated by adding the width + height + depth). **Aielli & Benevento is not responsible for lost or damaged luggage.**

20) "Packaged Tour" Hotel Accommodations

- a. The hotels listed in this site will be used on almost all departures. If a change becomes necessary for any reason, the hotel substituted will be the equivalent of those shown.
- b. **Single rooms** - A limited number of single rooms are available at the supplement rate shown for each tour. While single rooms provide privacy, they are often smaller than twin bedrooms and sometimes poorly located, especially in older hotels. **Shared rooms** - If you are traveling alone but prefer to share with another, we will try to work out congenial rooming arrangements. If a single room must be assigned due to your roommate's canceling or incompatibility or for any other reason (even at the last moment or while on tour), we must, of necessity, charge you the tour's single supplement or prorate thereof since the hotels make no allowances.
- c. **Triple rooms** are available on some tours. They usually consist of a twin bedded room with an additional folding bed or cot for the third person. This may not be comfortable for three adults.

21) Forum

- a. It is compulsory that any litigation concerning an Aielli & Benevento Tour can only be brought in the courts in the State of Delaware.

22) Air Conditioning

- a. Please be advised that foreign air conditioning systems in public places, ships, hotels and motor coaches are not always up to USA standards.

23) "Packaged Tour" Cancellation by Operator

- a. Be clearly advised that from time to time, a packaged tour departure may be cancelled for lack of participation. In such case, the operator's sole responsibility is to provide a refund without any other liability whatsoever. Operator further will have no responsibility for any conjunction tickets, non-refundable or otherwise.

24) Cancellation and Insurance: Escorted Tours



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- a. Because of the extraordinary savings being offered, if you cancel your Escorted Tour reservations, the cancellation charges shown below will apply depending on the length of time remaining before departure. Your right to receive a refund is limited. All cancellations and refund requests must be sent to us in writing and are subject to the following cancellation charges which are based on the price of the tour and the number of weeks prior to departure we receive your notice.

25) Cancellation and Insurance: Flight & Hotel

- a. Because of the extraordinary savings being offered, if you cancel your Flight & Hotel reservations, penalties will apply depending on the length of time remaining before departure. Charges will be assessed at the time of cancellation. All cancellations must be processed by Aielli & Benevento by calling 1-212.595.4171.

26) CANCELLATIONS CHARGES

- a. Time Prior to Departure Cancellation Charges 36 or more days \$150 plus Air Penalties 35-8 days \$250 plus Air Penalties Within 7 days of departure 100% of trip cost **All charges indicated above are per person**
- b. Your right to receive a refund is limited. Refund requests must be sent in writing.

27) Proof of Claim

- a. Claim of illness or injury must be strictly valid and supported by the submission of a detailed medical certificate signed by a board certified physician with the full specificity of law. In case of death, a death certificate with raised seal is required.

28) Refunds

- a. All refunds are conditioned upon your understanding that your acceptance of a refund is on the express condition that you release us from all further liability and you thereby waive all additional rights and remedies under this contract or any applicable state, federal or foreign law.

29) Arrive Early - Extend Your Stay

- a. If you have arranged with us to arrive early or remain after the termination of your tour, please understand your stay and your airport transfers will be at your sole expense. Check with Aielli & Benevento for special discount room rates. Extra nights are based on availability.

30) Right To Exclude

- a. We reserve the right in our sole discretion, acting in good faith, to decline to accept or to require any individual to withdraw from any tour. This refers to persons who are abusive of others or whose behavior disrupts the operation of the tour.

31) Tour Members Needing Special Assistance

- i. Any disability requiring special attention should be reported to Aielli & Benevento at the time the reservation is made. Aielli & Benevento will make reasonable efforts to accommodate the special needs of disabled tour participants, but it is not responsible in the event it is unable to do so, nor is it responsible for any denial of services by carriers, hotels, restaurants or other independent suppliers. We regret that we cannot provide individual assistance to a tour member for walking, dining, getting on and off motor coaches and other transportation vehicles, or other personal needs. Travelers who need such assistance must be accompanied by a qualified companion.



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32) Land Only

- a. "Land Only" means the tour cost without airfare which applies to those who use Frequent Flyer tickets or purchase their own air tickets.

33) Smoking

- a. Smoking on the motor coach is not allowed. However, regular stops are scheduled for those who wish to smoke.

34) Optional Tours

- a. Traditionally, tour guides make available for purchase a series of optional excursions and other activities to fill in free days and evenings. You are under no obligation whatsoever to take any. They are strictly optional. Optionals in Italy may include the Catacombs, Tivoli Gardens, Capri/Blue Grotto Excursion, Gondola Serenade, Tarantella Show, etc. Depending on the tour, if you avail yourself of all, the total cost will be about \$200 to \$450 per person. Payment in cash only - dollars or euro. All Optional Tours and rates can and do frequently change.

35) Aielli & Benevento Responsibility

- a. Aielli & Benevento, Inc., its and their employees, shareholders, subsidiaries, affiliates, officers, directors, successors, agents, and assigns (collectively Aielli & Benevento), does not own or operate any entity which is to or does provide goods or services for your trip including, for example, lodging facilities, airline, vessel, motor coach, or other transportation companies, guides or guide services, local ground operators,
- b. providers or organizers of optional excursions, food service providers, etc. All such persons and entities are independent contractors. As a result, Aielli & Benevento is not liable for any negligent or willful act or failure to act of any such person or entity or of any third party. Tour members are also subject to the terms and conditions set forth on their airline, rail or cruise line ticket. These conditions are available upon request. You may see the name AIELLI & BENEVENTO affixed to motor vehicles, on signs around the hotel or elsewhere. This use of our name is purely for reasons of identification and does not denote ownership, supervision, or control by Aielli & Benevento in any way. In addition and without limitation, Aielli & Benevento is not responsible for any injury, loss, death, inconvenience, delay, or damage to person or property in connection with the provision of any goods or services whether resulting from, but not limited to, acts of God or force Majeure, illness, disease, acts of war or civil unrest, insurrection or revolt, animals, strikes or other labor activities, criminal or terrorist activities of any kind, overbooking or downgrading of accommodations, mechanical or other failure of airplanes or other means of transportation, or for any failure of any transportation mechanism to arrive or depart on time. Also be advised that foreign air-conditioning systems in public places, hotels and motor coaches are not up to U.S. standards. If due to weather, flight schedules or other uncontrollable factors you are required to spend an additional night(s), you will be responsible for your own hotel, transfers and meal costs. Baggage is entirely at owner's risk. The right is reserved to decline to accept or retain any person as a member of these trips at any time. In any such event, Aielli & Benevento's sole obligation is to refund for any unused accommodations or other trip features. Passenger certifies not to have any mental, physical or other condition or disability that would create a hazard for himself/herself or other passengers. Aielli &



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Benevento reserves the right to change the itinerary or trip features at any time and for any reason, with or without notice and/or to substitute, airlines, hotels of a similar category for those listed in this brochure, and Aielli & Benevento shall not be liable for any such changes. From time to time a tour departure may be cancelled for lack of participation. In such a case, the operator's sole responsibility is to provide a refund without any other liability whatsoever. Operator further will have no responsibility for any conjunction tickets, non-refundable or otherwise.

36) Arbitration Agreement

- a. Any controversy or claim arising out of or relating in any way to these Terms and Conditions, to the Responsibility Clause, to the brochure, or any other information relating in any way to the trip, or to the trip itself, shall be settled solely and exclusively by binding arbitration in Delaware, in accordance with the rules of the American Arbitration Association then existent.

37) Upon payment of a deposit, tour participant indicates acceptance of the above Terms and Conditions and of the Arbitration Agreement.

38) Operator - Tour Member Participation Agreement

- a. The responsibility of Aielli & Benevento is limited. Further information concerning the conditions of the tours are detailed in an agreement that will be signed between the tour member (participant) and tour operator - Aielli – Benevento LLC., 503 Summers Court, Alexandria, VA 22301.