



## GENERAL TERMS AND CONDITIONS TRANSFER VALLEE

The contract online with Transfer Vallée is governed by the following conditions:

### 1. PREMISES

The 1.1-Vallée Transfer service (the TV) is managed by the company V.I.T.A. S.p.A., a company engaged in the occupation of people in full compliance with the applicable national and European laws.

In particular T.V. responsible for the management of all connections between the Valle d'Aosta and Milan Malpensa, Milan Linate, Turin Caselle Airport and local transfers between all the resorts in the Aosta Valley.

1.2-booking services offered by TV implies automatic acceptance of all conditions set out below.

Eventual clarifications to be requested service TV before booking.

1.3-Services managed by T.V. are as follows:

#### a - SERVICE (exclusive transfer)

It 'a transport service exclusively to the one who bought it for himself or for the group to which it belongs. The staff responsible for T.V. waits for the customer time booked, transports directly to the destination / destinations requested, assists in loading and unloading of luggage.

The vehicle is adapted to the requirements specified in the booking phase and equipped with all the optional services required.

#### b - SHUTTLE SERVICE (shared transfer)

It 'a service shared by multiple passengers each book one or more places. Is carried out at fixed times, timetables to which the customer has to adapt choosing the one of interest, with adequate capacity vehicles ie buses, minibuses or buses.

It provides transit in multiple locations, to pick up and set down passengers favoring their needs and may result in modest increases in travel times, however, offset by a charge **very advantageous. The single passenger pays the expected price for two people. In some cases, depending on the destination of the passengers, it may be necessary to change the vehicle during the trip.**

The customer must be present at the loading point at least fifteen minutes before the time shown on your voucher.

#### c - MINIBUS SERVICE (exclusive transfer)

It 'a service that caters to organized groups, from 16 to 26 people, which is reserved exclusively to the person who made the booking on behalf of the group to which it belongs. The staff T.V. waits for the group booked time, transports directly to the destination / destinations requested, assists in loading and unloading of luggage.

The vehicle is adapted to the requirements specified in the booking phase and equipped with all the optional services required. The customer must be present at the loading point at least fifteen minutes before the time shown on your voucher.

#### d - BUS SERVICE (exclusive transfer)

It 'a service that caters to organized groups, from 27 up to 94 persons, reserved exclusively for the person who made the booking on behalf of the group to which it belongs. The staff responsible for T.V. waits for the group booked time, transports directly to the destination / destinations requested, assists in loading and unloading of luggage.

The vehicle is adapted to the requirements specified in the booking phase and equipped with all the optional services required. The customer must be present at the loading point at least fifteen minutes before the time shown on your voucher.

## **2. RESERVATIONS**

2.1-. Reservations can be made online and must contain an express acceptance of all these terms and conditions.

For reservations made on behalf of "third parties" who makes the booking accepts the contractual conditions in the name and for the account of "third parties" with whom remains jointly and severally liable.

2.2. - The customer making the booking for themselves and / or others, assumes full and complete responsibility in order to:

- completeness and correctness of the data indicated in the rental;
- legal age of majority;
- ownership and validity of the credit card used for the transaction and funds are available;
- errors produced when booking in the indication of dates and times, points of loading and unloading, type of service chosen.

the case in which the errors made when booking results in the failure and / or the unsatisfactory performance of the service, TV not be required to make refunds of any kind.

If you ask us to modify the trip in whole or in part than booked and this is done prior to departure or during the execution of the trip, he will be required - provided that the change is possible and authorized by the operations center TV - Pay directly to the driver the whole greater sum due to increased travel time or mileage.

The customer must indicate in the request for booking your mobile phone number with area code (if he has no cell phone should indicate the telephone number of the facility where he goes: hotels, residences, etc..) to allow in TV to communicate any changes in the methods of carrying out of service due, for example, bad weather, heavy traffic, or otherwise to any other event that prevents the exact performance of the service.

Any changes will be communicated to the client by sending a text message.

2.3.-TV, received the booking request, checks its willingness to provide the service and, if so, sends the customer via email, confirming reservation is the only travel document, which must be presented to the driver in charge of the service and give you the right to avail of the transport.

the same time the amount of the service will be charged to the credit card of the customer.

In the event that there is availability of funds and the transaction is denied, the reservation will be automatically canceled. If T.V. is not in a position to accept service as required, inform the customer an email with the rejection of the request, in which case nothing will be charged to the customer.

T.V. also reserves the possibility of proposing, again via email, any alternatives or amendments.

2.4.-The client, received a travel document will control content and report any discrepancies via email to [prenotazioni@transfervallee.eu](mailto:prenotazioni@transfervallee.eu) within the next 48 hours.

2.5.-The seller is not required to reimburse a ticket if the passenger is unable to continue the travel because of his lack of respect of the rules (e.g. if the passenger does not show on time after the break, or if he is asked to get off because he is inebriated or causing trouble). On the other hand, if a passenger cannot make use of his ticket due to force majeure, T.V. will take care of the full reimbursement against the submission of an adequate documentation demonstrating the cause of that impossibility. Passengers also have right to be fully reimbursed in case of failed execution of the transport – no matter for which reason.

2.6.-In any event, the customer will be entitled to the rights under the Consumer Code (D. Lgs. n.206/2005).

### **3. - AND CANCELLATION PENALTY.**

3.1.-The customer is entitled to cancel the contract without penalty and without specifying the reason within the term of 10 days (ten) working days of the conclusion of the contract and the date of performance (artt.64 and 65 CoC) by sending a written communication to the TV Via Nazionale n. 10-11020 ARNAD (AO) ITALY by registered letter with acknowledgment of receipt or by telegram, fax or e-mail (to prenotazioni@transfervallée.eu) provided that it is confirmed by racc.ar, within 48 hours later.

In such a case the parties shall be deemed withdrawn from any commitment except for services in the meantime, in whole or in part carried out, the cost of which will be deducted from the amount paid at time of booking.

If the reservation is made after ten days before the transport the customer shall have no right of withdrawal. There will be no refund.

### **4. - APPLICABLE LAW - JURISDICTION**

4.1.-The applicable law is the one currently in force in Italy, regardless of the passengers' nationality. Every disagreement between the customers and T.V. must be submitted to the Italian Legal Authorities. For every disagreement arisen from the interpretation and/or the execution of the transport contract, only the Court of Aosta will be in charge. In case of passengers residing in Italy that are considered "consumers" as of art. 3.1 lett. A) D.Lgs. 206/2005 (cd. Codice del Consumo), only the Court based in their home town will be in charge.

### **5. BAGGAGE**

5.1. - E 'allowed each passenger to bring one suitcase and one carry-on luggage. Passengers can also lead to later, after reporting at the time of booking, even a pair of skis or a snowboard, your golf bag or bike disassembled and placed in a special container and equipment for the transportation of children or the disabled, etc. Anything that moves beyond the normal baggage must be declared in the booking to the "notes" and leads where required the application of an additional fee.

If additional baggage is declared, TV We may refuse to carry it.

T.V. We reserve the right to charge any additional fees for baggage in excess of the law which would have allowed the use of half larger than the one normally used by the number of passengers booked.

5.2.-Every luggage must indicate clearly the identity and the destination of the passenger. It is strictly forbidden to transport valuables or fragile items in the hold luggage. TRANSFERVALLÉE is not responsible for their deterioration or loss, unless you provide a declaration of their value and we accept it. We are responsible for the luggage loss or damage for a maximum of € 6.20/kg or for the maximum amount stated on the declaration of value, unless we have proof that the deterioration or loss happened for reasons not attributable to the driver. The luggage weight must be registered and must not exceed a maximum of 15 kg. If it is the case of art. 7 of UE Regulation n. 181/2011 – regarding the damage or loss of luggage caused by an accident – TRANSFERVALLÉE is not responsible. TRANSFERVALLÉE is not even responsible for the loss or damage of luggage or items that are not delivered to the driver, unless the passenger has proof that these happened for reasons attributable to him. One cannot expect any automatic reimbursement, passengers can only expect to be refunded if they provide proof of the damages. TRANSFERVALLÉE must be notified of the damages or losses immediately after the travel, if these are obvious, or within 3 days, if these are not obvious. Each passenger can carry one luggage, so the additional – or voluminous – ones will be accepted only depending on the remaining space on board and could be subject to an additional fee (e.g. skis, snowboards, bicycles, wheelchairs, etc.). Luggage or personal effects left on the coach will be delivered upon request at the passenger's address at his expenses.

### **6. DELAY**

6.1.-T.V. has not the responsibility to check for any flight delays or train reservation referring to the customer. The delays must be communicated in a timely manner by the customer who suffers them to the service of TV.

6.2.-In the face of a reservation for a private transfer or a transfer shuttle, if there is a delay in flight or train Client not reported by the operator TV wait up to a maximum of 60 minutes from the time of arrival.

Beyond this expectation, the customer confirming However, the need of the shipping service despite the delay, shall pay an additional charge of € 30,00 for each hour or fraction of an hour after the first 60 minutes of delay. This amount must be paid directly to the operator TV before departure.

The wait, however, can not be prolonged beyond two hours of scheduled time.

In the event that the customer does not communicate to TV delay or not to accept the payment of the additional amount shall not be entitled to use the service, they may claim a refund.

6.3.-In the event that the Client has booked a transfer shuttle ad fixed times and suffer his flight delay or cancellation, the customer will be transported by shuttle later if required. If in later times were not provided other shuttle services the customer can take advantage of a private service, if available, by paying directly to the operator TV the fare difference. If the Customer does not accept the alternative service is offered with the tariff integration required, will not be entitled to any transfer and the sum previously paid at the time of booking is non refundable.

6.4.- T.V. is not responsible for delays and interruptions due to unforeseeable circumstances (e.g. strikes, bad weather, breakdowns, congestions, road conditions, authority controls, etc.) that force the driver to stop.

## **7. RULES 'OF TRANSPORTATION**

7.1. - E 'forbidden to smoke in vehicles used by TV et **the customer can not request stops along the way.**

7.2. - It is not allowed to carry on board of vehicles used for the services offered by TV, alcohol, or drugs.

7.3. - The operators of T.V. may refuse to carry persons deemed under the influence of alcohol or drugs and / or whose behavior is considered dangerous for the safety of the driver itself, passengers and the vehicle to be used.

7.4.-All vehicles used to T.V. are properly insured for civil liability towards third parties, including transported in accordance with local regulations at national and European level.

7.5.-I transfers from TV, except the shuttle service at fixed times and those done using minibus and bus transfers are door to door. Where it is not possible to reach the destination unreachable because the vehicle as a result of closures, restrictions, etc. will be the responsibility of the customer to report TV such occurrences and T.V. will be released from any liability.

## **8. CANCELLATIONS, CHANGES, NO REFUNDS**

8.1.-T.V. We reserve the right to cancel a reservation at any time, if it were not able to ensure the execution of the service properly, informing the customer of this and reimbursing the cost of the service booked.

8.2.-The changes to your reservation must be notified via email at [prenotazioni@transfervallee.eu](mailto:prenotazioni@transfervallee.eu) least forty-eight hours before the service booked and T.V. We reserve the right to accept the requested change. If the customer does not receive confirmation of the change by e-mail should contact the assistance of T.V.

8.3.-Any complaints and / or claims should be directed to TV in writing via email to [prenotazioni@transfervallee.eu](mailto:prenotazioni@transfervallee.eu), within thirty days from service.

## **9. LANGUAGE**

9.1-[www.transfervallee.eu](http://www.transfervallee.eu) On the website you can make reservations in different languages. Where there are differences in translation, the Italian version will prevail.

## **10. - INFORMATION FOR PRIVACY**

10.1-Under Article 13 of Decr.Legisl.n.196/2003 and in relation to personal data under TV will possess at the time of booking, please note the following:

10.2-The data is intended solely for the correct and complete execution of the requested service and is carried out by means of the transactions referred to in Article 4, paragraph 1 letter a of Legislative Decree mentioned above.

Into-The operations will be performed with the aid of electronic instruments.

Into-The treatment is performed by the owner and / or the processor.

Into-The personal data are not disclosed and will not be transferred abroad.

Into-The customer may at any time obtain from the owner of the confirmation of the existence of their personal data, as well as updating the same correction and / or addition and / or deletion and / or transformation an anonymous form.

The data controller is Jean Pierre Calliera.

The processor is Jean Pierre Calliera.

^^^^^^^^

#### APPROVAL OF SPECIFIC PROVISIONS

We accept all terms and conditions published on the website [www.transfervallée.eu](http://www.transfervallée.eu) Transfer Vallée.

In particular, after careful reading, are specifically approved, pursuant to and for the purposes of 1341 and 1342 of the Civil Code, in force in Italy, the following conditions:

- \* 1.2 and 2.1:booking and automatic acceptance of all the terms of the contract
- \* 4: law – jurisdiction
- \* 5.2:baggage
- \* 6.2:delays
- \* 8.1: reservation cancellation after the time allowed
- \* 8.3: Deadline for objections and requests reimbursement
- \* 9.: prevalent language