



YOUR EXCLUSIVE SERVICES
VENICE

BOOKING TERMS & CONDITIONS

IMPORTANT INFORMATION ABOUT THESE TERMS

When you complete your Booking, you accept these Terms and Conditions (“Terms”) and any other terms and conditions that you are provided during the booking process. These Terms include an agreement to mandatory binding individual arbitration, which means that you agree to proceeding in court. These Terms also include your waiver of any right to bring, or participate in, a class action and a jury trial waiver. If anything in these Terms is (or becomes) invalid or unenforceable, it will still be enforced to the fullest extent permitted by law and you will still be bound by everything else in these Terms

Definitions

“**YES**” means Your Exclusive Services di Gasparini Susanna, and its owners, operators, parents, subsidiaries, affiliates, principals, agents, licensors, joint venturers, and all employees, officers, pilots, and agents of such individuals, companies and entities. YES’s address is Viale Ancona 53, Mestre 30173 Venezia – Italy.

“**Booking**” means the Guest or Guest’s agent to enter into a Contract with the Company.

“**Booking Terms and Conditions**” or “**Terms**” means these terms and conditions and the information contained in YES brochures, its website and/or other information that will form the express terms of your Contract with YES.

“**Contract**” means the contract between YES and the Guest for the Tour Package as reflected in the confirmation invoice sent by YES to Guest’s Travel Advisor or directly to Guest.

“**Journeys**” means those journeys offered by YES, including but not limited to Luxury Small Group, Family, Limited Edition Small Group Journeys, Select Journeys, Tailor Made and Signature/Private Journeys, Educational Study Tours and all related Extensions.

“**Guest**” means each person, including minors, named either on the booking confirmation, on the invoices, or on a ticket issued by YES.

“**Guest with Disabilities**” means any Guest who has special needs.

“**Minor**” means any person under the age of 18.

“**Refund**” means a return of all or part of the fare paid and is applicable only on the conditions described herein. A Refund may, at YES’s sole option, be issued in the form of a travel credit which shall have no cash value.



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VIALE ANCONA 53, 30173 VENEZIA -
MESTRE (VE) ITALIA P.IVA:
04701170278 CF: GSPSNN56867L736F

| MOBILE ITALY +39 340 715 0997 |

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“Travel Advisor” means any travel agent or any website not owned or operated by YES and used by the Guest to book their Tour Package.

“Tour Package” means the Journey, whether or not in combination with any flights.

“Website” means the set of related web pages, documents and hypertext links served from the web domain www.yourexclusiveservices.it

1. DEPOSIT/PAYMENT INFORMATION

A deposit is required to confirm a reservation that shall be determined at the time of booking. For reservations confirmed, final payment in the form of a check, bank transfer or all major credit cards must be received on the date determined at the time of booking. If applicable, please contact your Travel Advisor for complete details. Failure to strictly comply with the deposit and final payment schedules or any other applicable policies and procedures will result in the automatic cancellation of pending reservations.

If your reservation is made inside of the final payment window, the entire cost of the trip must be paid at the time of the request in order to secure confirmation.

For Tailor Made journeys, additional deposits may be required for planes, vessels and trains, including private charters; select accommodations as noted in your proposal; exclusive private use of accommodations or venues; groups of 10 or more; or itineraries that fall over holiday or festival seasons.

An additional nonrefundable permit fee is required at time of booking for specific journeys.

2. ITINERARIES

YES reserves the right to modify program itineraries, including arranged sightseeing and featured experts, and substitute accommodations, including vessels, aircraft and trains, at any time due to unforeseen circumstances or circumstances beyond YES’s control. Reasonable efforts will be made to operate itineraries as planned, but alterations may occur after the final itinerary has been issued.

For Canal cruises, some waterways may be subject to occasional closures due to drought, storms, floods, canal or lock repairs or other unforeseen circumstances. In the event of such an occurrence, the vessel may remain stationary, with guests accommodated on board and continuing excursions until cruising can resume. Alternatively, the cruise route may run in reverse or guests may be moved to an alternative vessel of a similar standard and/or cruise a different waterway. All decisions are at the sole discretion of the Captain.

3. PRICES AND ARRANGEMENTS

YES is under no obligation to give a breakdown in costs of any Journey. Pre- and Post-Tour Extensions are only available to guests booked on related group journeys. Modification of program content to accommodate a smaller group size will not affect the published program price. Any modifications to a Tailor Made itinerary, including dates or number of people



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travelling, will require a revised proposal. Private Canal Barge charter prices apply to use of the entire barge up to the published maximum capacity.

4. CHILD POLICY

All children under the age of 18 must be accompanied by an adult. Unless otherwise indicated herein the minimum age to participate in a Journey is ten (10) years old.

5. PASSPORTS AND VISAS

It is the Guest's sole responsibility to obtain and have available when necessary the appropriate valid travel documents. All Guests are advised to check with the appropriate government authority to determine the necessary documents required for their travel result from improper documentation or noncompliance with applicable regulations. YES shall not be responsible should any guest be denied entry to a country due to noncompliance with these requirements.

6. PUBLIC HEALTH: COMMUNICABLE OR INFECTIOUS DISEASES

"Communicable Disease" means any disease or illness caused by microorganisms such as bacteria, viruses, parasites, or fungi that can be spread, directly or indirectly, from one person to another. "Infectious Disease" means any disease or illness caused by microorganisms such as bacteria, viruses, parasites, or fungi that enter the body, multiply, and can cause an infection. Guest agrees, understands, and acknowledges, that an inherent risk of exposure to Communicable and Infectious Diseases such as, for example, COVID-19 (as defined by the World Health Organization and any strains, variants, or mutations thereof) and SARS-CoV-2 (the virus that can cause COVID-19) (collectively, "COVID-19"), exists in any public place where people are present, including a cruise ship. Extremely contagious Communicable Diseases can lead to severe illness and death. No precautions can eliminate the risk of exposure to them, and the risk of exposure applies to everyone. You acknowledge that the risk of exposure to Communicable or Infectious Disease, such as COVID-19, includes the risk that you will expose others that you encounter, even if you are not experiencing or displaying any symptoms of illness.

Guest acknowledges and agrees to voluntarily assume any and all risks in any way related to exposure to any Communicable or Infectious Disease such as COVID-19, including illness, injury, or death of Guest or others. Guest acknowledges that participation in a Journey is entirely voluntary. By participating in a Journey, Guest attests that Guest is knowledgeable about his or her individual risk of developing severe illness if Guest is exposed to and/or infected with highly contagious or communicable illnesses or diseases such as COVID-19. Guest must make an informed decision about travelling and is strongly encouraged to consult with a medical provider before deciding to participate in a Journey based on Guest's individual risk.



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7. CANCELLATION CHARGES AND REFUND

Cancellations will be effective on the date of receipt by YES whether by phone or email. Cancellations received by YES are subject to the following cancellation fees:

CANCELLATION FEES

10 days prior to service date	No charge*
9-4 days prior to service date	50% of program price*
3 days prior to service date	100% of program price*

*For payment made by credit card, YES may apply for any refund a fee up to 4% of the sum received to cover the bank commissions/transaction cost charged by third parties.

Tailor Made Additional Cancellation Fees:

Additional cancellation fees may apply to planes, vessels and trains including private charters; select accommodations as noted in Guest's proposal; exclusive private use of accommodations or venues; groups of 10 or more; or itineraries that fall over holiday or festival season.

Changes to the Itinerary:

Guests will be responsible for any changes or cancellations made to the itinerary at their request or beyond their control, before or during travel, including expenses incurred due to a change, delay or cancellation of any flights.

Partial Room Cancellation:

If a Guest cancels or leaves a Group Journey and a traveller remains, an additional supplement may apply to the price for the remaining Guest.

CANCELLATION CHARGES FOR INTERNAL AIR

All internal air is 100% non-refundable at time of final payment (some exceptions may apply).

CANCELLATION CHARGES FOR EXTRA SERVICES

Additional hotel nights and other extra services booked in connection with YES journeys are subject to specific cancellation penalties. These will be provided at the time of booking and noted on the invoice.

8. FORCE MAJEURE

Force majeure means unusual and unforeseeable circumstances beyond YES's control or the control of our suppliers, the consequence of which neither YES, nor its suppliers, could avoid even with all due care, including, but not limited to, war or threat of war; riot; civil strife; terrorist activity (actual or threatened); industrial dispute; technical problems with transport, machinery or equipment; outages or power failures; natural or nuclear disaster; fire, flood,

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drought or adverse weather conditions; pandemics, epidemics or outbreaks of illness; and ice conditions in oceans and level of water in rivers. In the event of a cancellation or material alteration to the Journey as a result of the circumstances as described in this clause, YES shall have no liability whatsoever for any travel related costs incurred by Guest, including but not limited to air, insurance, visas and other travel arrangements of any kind.

9. LIMITS ON YES'S RESPONSIBILITY FOR THIRD PARTIES WHO PROVIDE GOODS AND SERVICES

YES purchases transportation (by aircraft, coach, train, vessel or otherwise), hotel and other lodging accommodations, restaurant, ground handling and other services from various independent suppliers (including, from time to time, other affiliates of YES). Neither YES nor its parent company, affiliates or subsidiaries, nor any of their respective employees, shareholders, officers, directors, successors, representatives, agents and assigns (collectively the "YES Parties"), own or operate any transportation, lodging accommodations on land, restaurants, ground transport and other goods and services for your trip. All such persons and entities are independent contractors. As a result, the YES Parties are not liable for any injury to Guest, including any negligent or willful acts of any such person or entity or of any third person providing such goods and services.

In addition and without limitation, the YES Parties are not responsible for any injury, financial or physical loss, death, inconvenience, delay or damage to personal 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, civil unrest, insurrection or revolt, animals, strikes or other labor activities, criminal or terrorist activities of any kind, overbooking or downgrading of services, food poisoning, mechanical or other failure of aircraft or other means of transportation or for failure of any transportation mechanism to arrive or depart on time.

There are many inherent risks in adventure travel of the type involved here, which can lead to illness, injury, or even death. These risks are increased by the fact that these trips take place in remote locations, far from medical facilities. Guest assumes all such risks associated with participating in the Journeys.

Further, as consideration for being permitted to participate in the Activities; you release the YES Parties, whether known or unknown, from, and agree not to sue or make claim against the YES Parties for, property damage, cancellation of any Activities for any reason, illness, negligent rescue operations or procedures, personal injury, or death arising out of your participation in the Activities, and any activity related thereto, including transportation to and from the site of the Activities, regardless of whether such property damage, illness, personal injury, or death results from the negligence of the YES Parties and/or from any defect in equipment. You further agree to indemnify and hold the YES Parties harmless with respect to any claim made against the YES Parties by anyone else (a) related to your participation in any trip or any Activities, or (b) which would be subject to the above release and covenant not to

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sue if you had made the claim directly yourself. Upon receipt of notice of the assertion of a claim, the YES Parties reserve the right to approve, or withdraw approval of, counsel, in its sole discretion.

10. AMENDMENTS

YES reserves the right to correct any errors or omissions in its published materials and to amend these Terms at any time. All amended Terms shall automatically be effective upon being posted by YES to the Website. Guests should check the Website prior to travel in order to ensure they are aware of any changes.

11. IMPORTANT LIMITATIONS ON THE COMPANY'S LIABILITY

Nothing in these Terms shall limit or deprive YES of the benefit of any applicable statutes or laws of Italy or any other country; or any international convention providing for release from, or limitation of, liability. In the event multiple statutes, laws or conventions may apply, YES shall be entitled to any or all such limitations unless there is a conflict between such statutes, laws or conventions, in which case YES shall be entitled to invoke the limitation which provides the most favorable limitation to YES.

Time Limits For Claims

YES shall not be liable for any claims whatsoever unless full particulars in writing are given to YES within thirty (30) days after the Guest completes the Journey. Legal proceedings to recover on any claim whatsoever other than for personal injury, illness or death shall not be maintainable unless commenced within six (6) months after the date Guest completes the Journey, and unless served upon YES within 120 days after commencement.

Jurisdiction, Venue and Jury Trial Waiver

Except as provided above and only if the above-referenced arbitration clause is ruled unenforceable by a court of law, it is agreed by and between the Guest and YES that all disputes and matters whatsoever related to, arising under, in connection with or incident to these Terms. Any dispute shall be governed by and construed in accordance with the laws of Italy and the parties hereby submit to the jurisdiction of the Court of Venice.

Governing Law

YES bookings are deemed to be contracts made in Italy and are governed by Italian law.



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