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Voyamee Travel Conditions

[Condizioni generali di viaggio PDF](#)

The Voyamee Srl Travel conditions regulate the legal relationship between you and Voyamee Srl, a Please also note the page "Important Information".

1. Concluding travel contracts

1.1 With your reservation (by phone, by e- mail or on the webpage) you enter into a binding travel contract with us. Voyamee Srl immediately confirms receipt of the booking electronically. This confirmation of receipt is not an indication that your booking has been confirmed. The contract is concluded once the written booking confirmation has been received.

1.2 The contract is also binding for any other persons registered by you as being participants of your trip. If the content of our confirmation differs from the information provided by you in your registration, we will create a new offer to which we are bound for a period of 7 days. The contract will be concluded once you have confirmed acceptance of the new offer, completed a down payment or paid the final instalment.

2. Payment

2. PAYMENT

2.1 A deposit of 30% of the travel price is required upon receipt of the written travel confirmation and insurance certificate. The balance must be paid no later than 30 days before departure. The cost of travel insurance is due in full together with the deposit. We will send you the travel documents once we have received confirmation of payment. For short-term bookings, we reserve the right to demand payment by credit card or direct debit.

2.2 If you have given your written consent to pay by direct debit, the payments will be made from your account during the period specified above. If direct debit is not possible using the account or credit card specified by you, Voyamee Srl is entitled to charge the resulting additional costs of up to 15 €.

2.3 Voyamee Srl does not charge fees for payments completed via standard means (bank transfer, SEPA direct debits, MasterCard, Visa etc.). Transaction fees may apply when paying in currencies other than Euros, or when using non-standard payment methods such as American Express. Of course, we will confirm the total amount prior to payment.

2.4 Failure to comply with the terms of payment may result in Voyamee Srl withdrawing from the travel contract following a deadline warning. You may also be charged with cancellation fees according to section 6.1. Nonetheless, we would still state that Voyamee Srl is willing and able to provide the contractual 6.1.services and the customer is neither legally nor contractually obliged to complete the payments.



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3. Contractual services and prices

3.1 The scope of the contractual services is based on the travel and service descriptions of Voyamee Srl and the related information provided in the travel confirmation. Unless stated otherwise, prices are always in Euros and per person. Collateral agreements that change the scope of the contractual services require explicit approval by Voyamee Srl. Travel agents and service providers (e.g. hotels) are not authorized to approve any changes.

3.2 Destination and hotel brochures that are not published by Voyamee Srl do not implicate Voyamee Srl. This is unless they were explicitly included in an agreement with you.

3.3 Please be sure to read all information regarding baggage allowances of the flight operator before departure. If you later find that the booked luggage limits are not sufficient for you, you can rebook them through Voyamee Srl up to 1 day in advance of departure for a fee.

4. Service changes after conclusion of contract

4.1 Changes from the agreed content of the travel contract prior to travel, such as flight times or other changes to the program, which become necessary after conclusion of the contract, are permitted. This is so long as the changes or deviations are not significant and do not affect the overall planning of the booked trip. Voyamee Srl will notify you of any changes or discrepancies as soon as the reason for the change has been received. We will notify you through a reliable medium, such as email.

4.2 In the event of change to any crucial aspect of the travel service, or any deviation from customer requirements that were specified in the Travel Agreement, you are entitled to either withdraw from the travel contract free of charge, or request to participate in another trip if this option is offered to you by Voyamee Srl. You must make this request within the time limit specified by Voyamee Srl at the time of notification of the change.

4.3 When travelling in a group, Voyamee Srl reserves the right to replace the yoga instructor or seminar leader's names in the travel confirmation. This may be the case if an instructor falls ill.

5. Customer withdrawal

5.1 You can withdraw from the trip at any time before the start of the journey. This will be confirmed upon receipt of the declaration of cancellation. We recommend that you explain your justification for cancellation via a written medium such as email. If you do not take part in the journey, this will be considered a withdrawal. If you withdraw from the contract and do not participate in the journey, then Voyamee Srl loses the right to the travel price. Instead, Voyamee Srl may demand appropriate compensation for the travel arrangements or other expenses, so long as the withdrawal was not the fault of Voyamee Srl and there were no exceptional circumstances in the destination location which significantly hindered the trip or transport. Such circumstances are considered unavoidable and exceptional if they were outside of the control of Voyamee Srl and occurred despite adequate precautions. The compensation amount shall be determined according



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to the travel price, although expenses shouldered by Voyamee Srl as well as services already used will be deducted from this price. We will justify the compensation amount on your request. Compensation will be calculated after the date of receipt of the cancellation declaration, in accordance with the following:

Package holidays with independent travel

- Up to 30th day before travel 25%
- Up to 22nd day before travel 30%
- Up to 15th day before travel 45%
- Up to 8th day before travel 60%
- Up to 4th day before travel 70%
- Up to 2nd day before travel 85%
- From the day before departure,
- or if you do not participate in the journey 100%

Flight package holidays/only flight bookings

- Up to 50th day before travel 30%
- Up to 22nd day before travel 40%
- Up to 15th day before travel 55%
- Up to 8th day before travel 70%
- Up to 4th day before travel 80%
- Up to 2nd day before travel 90%
- From the day before departure,
- or if you do not participate in the journey 100%

We recommend that you take out a cancellation insurance that will cover these cancellation costs as part of your insurance policy.

5.2 Your legal right to request that someone else take your place remains unaffected by these conditions. You would need to send us this request within seven days before the start of the journey using a permanent data carrier (e.g. e-mail). Voyamee Srl may object to the third party if they do not meet the contractual travel requirements. When considering a replacement traveller, we will firstly calculate the additional costs incurred. We also charge a handling fee of €30 per traveller to cover additional expenses. If we approve the transfer of the contract, the original



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registered travel customer and the replacement traveller will be liable for the travel price and any additional costs incurred by the entry of the third party.

5.3 If there are different cancellation and booking conditions for special offers, then these will be displayed.

5.4 You have the right to prove that the compensation paid by Voyamee Srl is less than the agreed compensation.

5.5 If Voyamee S.r.l. is obliged to reimburse the travel price as a result of a cancellation, we will endeavour to do so immediately, but certainly within 14 days of receipt of the cancellation notice.

6. Rebooking fees/additional cost

6.1 The customer does not reserve the right to change the schedule, destination, accommodation or the transport after the conclusion of the contract. If you wish to re-book, Voyamee Srl charges the same amount as would have been the case if you had chosen a cancellation based on the reasons outlined in point 6. In the case of minor changes that incur only low costs, such as changes to catering or an increase in the scope of services, Voyamee Srl may waive the cancellation fee in individual cases and only charge a handling fee of €30.

6.2 In the event of additional costs for contractual services (for example, for the provision of visas) due to circumstances beyond the control of Voyamee Srl during the organisation or execution of the trip, Voyamee Srl may require the customer to reimburse the costs. For example, this could include additional costs accrued due to a ticket change, which could occur if the customer provides incorrect or missing details.

7. Unclimed Services

If you do not make use of travel services due to an early return or other urgent circumstances for which you are responsible, then Voyamee Srl will not refund the relevant costs, unless a free return or cancellation had been authorised.

8. Withdrawal and cancellation by Voyamee Srl

8.1 Voyamee Srl may cancel the travel contract without notice if the traveller ignores our warnings and seriously disrupts the trip's progress, or if their behavior violates the terms of the contract to such an extent that the cancellation of the contract is justified. This will not happen if such behavior is the result of an error in the information obligations of Voyamee Srl

8.2 If we cancel, then Voyamee Srl reserves the right to the travel costs; however, Voyamee Srl must offset the costs of the saved expenses or any benefits which Voyamee Srl derives from any other use of the unused services, including Voyamee Srl benefits paid for by service providers Voyamee Srl.

8.3 In the case that the minimum number of participants is not reached up to the 21st day prior to departure, SpaDreams can only withdraw from the travel contract if they have confirmed the



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minimum number of participants before the conclusion of contract; they have stated the date by which the statement should reach you before the contractual start date for the trip; and if they state both the minimum number of participants and the deadline for withdrawal. The cancellation will be explained to you at the latest on the day specified in the pre-contractual information and the travel confirmation. If it is for this reason that the trip does not go ahead, then Voyamee Srl will refund the travel costs within 14 days.

9. Customer Obligations

9.1 If the trip is not executed according to the terms of the contract, then you have a limited timeframe in which to request the resolution of this issue. For this, we need regardless of our liability – your cooperation. Therefore, you are obliged to contribute to the resolution of the disruption, as well as to minimising damaged caused. You are obliged to notify us immediately of your knowledge of defects: Voyamee Srl can be reached at Tel: +39 3519003989, e-mail: wellness@voyamee.com.

Without prejudice to the obligation to promptly notify the lack of conformity, as provided for in Italian art. 11 paragraph 2, passengers must comply with the following obligations:

Travellers are obliged to inform the intermediary and the organiser of their nationality if different from that of Italy, they must be in possession of an individual passport or other document valid for all countries affected by the itinerary, as well as residence and transit visas and health certificates that may be required. Foreign citizens will find the corresponding information through their diplomatic representations in Italy and / or the respective official government channels. Tourists must also comply with the rules of normal prudence and diligence and the specific rules in force in the countries of destination of the trip, all the information provided by the organizer, as well as the regulations and administrative or legislative provisions relating to the tourist package. Tourists will be liable for all damages that the organizer may suffer due to their failure to comply with the above obligations including repatriation costs. The traveller is obliged to provide the organiser with all documents, information and elements in his possession that are useful for the exercise of the organiser's right of subrogation against third parties responsible for the damage and is responsible towards the organiser for the prejudice caused to the right of subrogation. The traveler will also communicate in writing to the organizer, at the time of booking, the particular personal requests that may be the subject of specific agreements on the manner of travel, provided that it is possible to implement. The traveller is always obliged to inform, before the conclusion of the contract, the intermediary and the organiser of any special needs or conditions (pregnancy, food intolerance, disability, etc.) of the Organiser's obligation to verify the possibility of its implementation, signing at the same time the consent to the processing of sensitive data, and to explicitly specify the request for related personalised services. Without such consent it will not be possible to comply with contractual obligations. Special requests made after the conclusion of the contract do not bind the Organizer to its implementation, remaining the contract already finalized as shown in the statement of account.



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In any case, tourists will check with the competent authorities (for Italian citizens, the local police headquarters or the Ministry of Foreign Affairs through the website [www. viaggiasesicuri.it](http://www.viaggiasesicuri.it) or the Telephone Operation Centre at number 06 491115) official information of a general nature relating to the country of destination - including that relating to the socio-political, health and climate security situation and the documents required for access to Italian citizens. Since these data are subject to changes and updates, the traveler will - by consulting these sources - verify the officially expressed formulation before proceeding with the purchase of the travel package. In the absence of such verification, no responsibility for the non-departure of one or more tourists can be attributed to the intermediary or to the organizer.

The above information is not contained in the T.O. catalogues - online or on paper - as they contain general descriptive information as indicated in art.38 of the Tourism Code and because they change over time. The same therefore must be taken care of by tourists.

If, at the time of booking, the destination chosen is, according to the institutional information channels, a place subject to warning (special notice) for safety reasons, the Traveller who subsequently exercises the right of withdrawal cannot invoke, for the purposes of exemption or reduction of the request for compensation for the withdrawal made, the loss of the contractual cause related to the security conditions of the country.

9.2 Voyamee Srl can refuse resolution if it requires disproportionate effort or is impossible. If remedy would be possible with reasonable effort and this is not provided by Voyamee Srl within the time limit, you may resolve the situation yourself and demand compensation for necessary expenses.

9.3 Cancellation notice

Should you wish to cancel the travel contract due to a shortcoming which significantly affects the holiday, then you must let Voyamee Srl know within reasonable time. This does not apply if resolution is impossible, if Voyamee Srl does not agree with your claim or if the immediate cancellation of the holiday is justified by a reason recognised by Voyamee Srl.

9.4 A tour guide, other agencies on site or service providers are not responsible for claiming reduction or compensation from Voyamee Srl You are responsible for cancelling the contract with Voyamee Srl.

9.5 Baggage Loss and Baggage Delay

In the event of damage or delays in delivery of your luggage, we strongly recommend that you immediately notify the responsible airline immediately by means of a damage report (PIR). Airlines usually refuse refunds if the claim has not been completed. Notification of damage must be made within 7 days in case of loss of luggage, and within 21 days after delivery if the luggage was late



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arriving. The loss, damage or misdirection of baggage must be reported to the tour guide, the local representative Voyamee Srl immediately (see also 10.1.).

9.6 Physical handicaps (e.g. walking impediments / need of a wheelchair), illnesses (especially infectious diseases), reduced mobility or any other restrictions that may affect the transport, accommodation or other activities must be communicated to Voyamee Srl before the completion of your booking. When assessing the impairment, we consider cultural attitudes and situation of the destination country. We can only ensure that no complications or inconveniences arise during the trip if you comply with your obligation to inform us of any impairment Voyamee Srl.

9.7 You must inform Voyamee Srl if you have not received the required travel documents within the deadline specified by Voyamee Srl.

10. Limitation of liability

10.1 Contractual Limitation of Liability Our contractual liability for damage that is not bodily harm and was not intentionally caused is limited to three times the travel price. Possible claims under international agreements are not taken into account.

10.2 Voyamee Srl is not liable for defaults, personal injury or damage of property in connection with external services (e.g. excursions) if it was made clear in the travel description and booking confirmation that these services were not part of the travel package and were chosen separately.

11. Passport, visa and Health regulations

11.1 Voyamee Srl will inform you of general passport and visa requirements as well as health regulations of the destination country. We will further inform you of approximate deadlines for obtaining any necessary visas prior to conclusion of the contract and any changes that may occur prior to departure. Unless otherwise specified, we assume that you are a citizen of the country of residence; we ask that you declare if this is not the case or inform us if you have dual citizenship.

11.2 You are responsible for obtaining and providing all necessary travel documents, for organising any vaccinations you may need and for complying with customs and foreign exchange regulations. The consequences resulting from non-compliance with these regulations, e.g. the payment of cancellation fees, are your responsibility. This does not apply if Voyamee Srl provided inadequate or false information.

12. Flight Operator

EU regulations stipulate that passengers must be informed of the identity of the operating airline. Therefore, Voyamee Srl is required to provide information regarding the identity of the flight operator, as well as any other information about your flight, at the time of booking. If the operating airline has not yet been determined at the time of booking, Voyamee Srl is obliged to name the airline(s) which may provide the flights. You will be informed which flight operator will provide the flight as soon as this information is made available to Voyamee Srl. If the initially named operating airline changes, then Voyamee Srl will inform you of this change. The "black list" of EU companies



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banned from operating flights can be found here: <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX:32017R2215>

13. Data Protection

All personal data provided to Voyamee Srl for the purpose of processing your trip are protected against misuse according to the Federal Data Protection Act.

14. Other

14.1 The legal and contractual relationship between the customer and Voyamee Srl, is subject to Italian law. If customers are making claims for liability abroad, then the claim will be processed under Italian law, especially regarding the extent and amount of the compensation.

14.2 The customer can only sue Voyamee Srl at its headquarters. If Voyamee Srl makes a claim against the customer, then the customer's residence will be used. For claims against customers, contractual partners, merchants, legal persons under public or private law, persons with foreign countries of residence or persons with no known residence abroad, the place of jurisdiction is the seat of Voyamee Srl.

14.3 The above statements shall not apply if: a) out of non-negotiable regulations of international agreements, which are to be used in the contract between the customer and Voyamee Srl, something else exists which is more favourable for the customer, or if the non-negotiable regulations of the member states of the EU (to which the customer belongs) are more favourable for the customer than the rules of the relevant Italian regulations.

14.4 With regard to the Law on Consumer Dispute Resolution, Voyamee Srl does not take part in a voluntary consumer dispute settlement. If a consumer dispute resolution becomes mandatory after the travel conditions for Voyamee Srl have been printed, then the tour operator will inform the customer in a suitable manner. For all travel contracts completed online, Voyamee Srl refers to the European online dispute resolution platform <http://ec.europa.eu/consumers/odr>.

14.5 The details of the travel brochure correspond to the printing status and errors may occur even if prepared with the utmost care. Therefore, unilateral changes by Voyamee S.r.l. are possible until the contract between Voyamee S.r.l. and the customer has been concluded. Extracts or complete reprints or the use of content, in particular photos or illustrative material, require the express written consent of Voyamee S.r.l. In this case, too, the rights of third parties may be violated.

14.6 The invalidity of individual provisions will not render the entire travel contract invalid.

VADDENDUM

GENERAL CONDITIONS OF CONTRACT FOR THE SALE OF INDIVIDUAL TOURIST SERVICES

(A) REGULATORY PROVISIONS



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Contracts having as their object the offer of only the transport service, of only the stay service, or of any other separate tourist service, not being able to configure itself as a negotiating case of travel organization or tourist package, do not enjoy the protections provided by the European Directive 2032/2015.

The seller who undertakes to procure an unbundled tourist service for third parties, including electronically, is required to issue the traveler with documents relating to this service, which contain the amount paid for the service and can not be considered a travel organizer.

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