

Terms and Conditions of Sale

Liv-Italy **AS**
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Last updated: 03.11.2025

1. Introduction and Definitions

These General Terms and Conditions of Sale govern the contractual relationship between Liv-Italy AS (hereinafter referred to as "Liv-Italy") and the end user purchasing the services offered (hereinafter referred to as the "Client").

Liv-Italy AS operates as a travel consultant and organizer of tourism-related experiences. Its activities are governed by applicable Norwegian legislation regulating travel service providers, in compliance with the Package Travel Act and related regulations, as well as the General Data Protection Regulation (EU Regulation 2016/679 – GDPR).

Acceptance of these Terms implies full adherence to the above-mentioned legal framework.

2. Scope of the Contract

This contract covers the provision by Liv-Italy of tourism, experiential, educational and/or consulting services, including but not limited to: travel packages, food and wine experiences, events, team-building activities, workshops, travel consultancy, and other ancillary services related to tourism or hospitality.

These services are those described in the individual offers presented to the Client via the company's website, direct communications (email, social media, brochures, telephone, or other official channels), and accepted by the Client in accordance with this contract.

Unless otherwise and explicitly stated in the accepted offer, flights, travel insurance, and any other services not expressly included in the accepted offer are excluded from this contract. The Client is solely responsible for arranging such elements independently.

3. Booking and Payment Terms

A booking shall be considered valid only after written confirmation by Liv-Italy and payment of the required amount according to the instructions provided by the company.

For tours and travel packages, a 30% deposit is required upon confirmation, and the remaining balance must be paid no later than 30 days before departure.

For other types of services (events, experiences, consultancy, team building, etc.), Liv-Italy may require full or partial payment upon confirmation.

If payment is not received within the specified timeframe, the booking shall be deemed invalid.

4. Prices and Changes

All prices are expressed in Norwegian Kroner (NOK). Prices may be adjusted in the event of:

- Increases in taxes, fees, or fuel costs;
- Fluctuations in exchange rates.

If the total increase exceeds 8%, the Client may withdraw from the contract within 48 hours without incurring any penalty.

5. Customized Offers and Exceptions to These Terms

Customized offers are defined as any proposals sent directly to the Client following a request or on Liv-Italy's initiative.

Such offers are subject to these Terms and Conditions unless otherwise specified in the quotation itself, in which case the specific terms indicated therein shall prevail.

6. Cancellation and Refund Policy

6.1 Cancellation by the Client

The following penalties apply:

- Up to 90 days before departure: full refund.
- Between 90 and 30 days before departure: 30% retained.
- Less than 30 days before departure: 100% retained.

Any third-party costs already incurred (e.g. advance bookings with external suppliers) are non-refundable.

6.2 Cancellation by Liv-Italy AS

Liv-Italy reserves the right to modify or cancel a service in cases of:

- Force majeure (natural disasters, strikes, health emergencies, etc.);
- Objective impossibility to provide the service;
- Failure to reach the minimum number of participants specified in the offer published on the website, at least 30 days prior to departure.

In such cases, the Client will be offered one of the following options:

- An alternative service of equal or higher value; or

- A full refund of all amounts paid.

6.3 Exclusion of Liability

Liv-Italy shall not be held liable for any additional costs (e.g. flights, hotels, transfers) purchased independently by the Client.

7. Client Obligations

The Client is required to:

- Provide accurate information at the time of booking;
 - Hold valid travel documents (passport, visas, etc.);
 - Comply with all instructions and schedules indicated on the website or communicated by the Liv-Italy team.
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8. Limitation of Liability

Liv-Italy will act with the utmost diligence but shall not be held responsible for:

- Damages, losses, or delays caused by third-party suppliers or by failure to meet the obligations described in Article 6;
 - Events of force majeure or unforeseen circumstances;
 - Loss or damage to personal belongings;
 - Injuries, illness, or physical harm sustained by participants during travel or activities, unless directly caused by negligence or breach of duty by Liv-Italy.
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9. Booking Modifications

Any changes requested by the Client after booking confirmation are subject to:

- The availability of suppliers and services requested; and
 - Payment of any additional costs, including administrative fees or price differences compared to the original booking.
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10. Consent to Use of Images

By participating in activities organized by Liv-Italy, the Client consents to being photographed or filmed during the experiences. Images and videos collected may be used by Liv-Italy for promotional purposes, including social media, the company website, and marketing materials, without any compensation to the Client.

If the Client does not wish to be photographed or filmed, they must expressly inform the Liv-Italy team before the start of the activity.

11. Complaints and Assistance

Complaints must be reported immediately to Liv-Italy representatives during the service. Formal complaints must be submitted in writing within 7 days after the end of the trip.

Liv-Italy AS commits to providing adequate assistance in accordance with EU Directive 2015/2302.

12. Data Protection (GDPR)

The Client's personal data will be processed in compliance with EU Regulation 2016/679 (GDPR) and Norwegian privacy laws.

For more details, please consult the Privacy Policy available at www.liv-italy.com.

13. Governing Law and Jurisdiction

This contract shall be governed by Norwegian law. Any disputes arising shall be subject to the exclusive jurisdiction of the Oslo District Court.

14. Alternative Dispute Resolution

Before taking legal action, both the Client and Liv-Italy agree to seek an amicable settlement through mediation, negotiation, or arbitration, where possible.

15. Acceptance of the Terms and Conditions

By confirming the booking, the Client declares that they have read, understood, and accepted these General Terms and Conditions of Sale in their entirety.