

GENERAL TERMS AND CONDITIONS FOR THE SALE OF TOURIST PACKAGES

1. LEGISLATIVE SOURCES

The sale of tourist package regarding services to be provided both within national boundaries and abroad – governed until its repeal by art. 3 of D. Leg. 79 of 23 May 2011 (the “Tourism Code”) – by L.27/12/1977 no. 1084 ratifying and implementing the International Convention relative to travel contracts (CCV) signed in Brussels on 23.4.1970 – as applicable – as well as by the Tourism Code (art. 32-51) and its subsequent amendments.

2. ADMINISTRATIVE ARRANGEMENTS

The organizer and the intermediary of the tourist package, to whom the tourist applies, must be authorized to carry out their services in accordance with the applicable administrative regulations, even regionally.

Pursuant to art. 18, paragraph VI, of the Tourism Code, the use of the company name or title in connection with the words “travel agency”, “tourism agency”, “tour operator”, “travel broker” or other words or phrases, even in a foreign language, of a similar nature, is permitted exclusively to authorized firms, as referred to in the first paragraph.

3. DEFINITIONS

In accordance with this contract the following are understood as:

- a) travel promoter: the party who undertakes in his own name and upon lump sum payment to provide third parties with tourist packages, carrying out the combination of the elements pursuant to art. 4, offering the tourist, even by means of a system of long distance communication, the ability to carry out and acquire this combination automatically;
- b) intermediary: the party who, even on a non-professional or non-profit basis, sells or undertakes to provide tourist packages realized pursuant to art. 4, upon lump sum payment;
- c) tourist: the purchaser, the assignee to whom the tourist package is assigned, or any person, even not yet appointed, on condition that he/she complies with all the conditions required for using the service, on behalf of whom the principal contractor commits to purchase, without remuneration, a tourist package.

4. DEFINITION OF TOURIST PACKAGE

A tourist package is defined as follows:

“The object of a tourist package concerns travelling, holidays, and “all inclusive” itineraries, cruise tourism, resulting from the combination, in whatever and in whichever way carried out, of at least two elements indicated as follows, sold or offered for sale for a fixed sum: a) transportation; b) accommodation; c) tourist services not related to transportation or accommodation of which under art. 36 constitute for the satisfaction of the recreational needs of the tourist, a significant part of “tourist packages” (art. 34 Tourism Code). The tourist is entitled to receive a copy of the contract of sale of the tourist package (prepared in compliance with art. 35 of the Tourism Code). The contract constitutes entitlement to the guarantee Fund referred to in art. 21.

5. TOURIST INFORMATION – TECHNICAL FILE

The promoter draws up a catalogue, or a brochure program – also in electronic form or by electronic means – a technical file. The compulsory elements of the technical file or the program outside the catalogue are:

- details of the promoter’s administrative authorization or, if applicable, the the D.I.A. or S.C.I.A. of the promoter;
- details of the public liability insurance certificate;
- validity period of the catalogue or of the brochure program;
- terms and conditions of the substitution of traveler (art. 39 Tourism Code);
- parameters and adjustment criteria regarding price of the journey (art. 40 Tourism Code).

The promoter will also include other eventual particular conditions in the technical sheet.

At the time of conclusion of the contract the organizer will also inform the passengers about the identity of the actual vector/s in effect, without prejudice to art. 11 of EC Regulation 2111/2005, and its / their possible inclusion in the cd. “Black list” under that Regulation.

6. RESERVATIONS

Reservation requests should be drawn up using the proper contract form, in electronic format if applicable, filled-in in all parts and signed by the consumer who will be supplied with a copy.

The acceptance of the reservation is understood to be confirmed, and the contract effective, only when the promoter sends official confirmation, also in the form of telematics data, to the consumer through the intermediary travel agency.

Before the departure the promoter will supply information concerning the tourist package, not included in the contract documents, in the leaflets and/or under different form of written advice, as regulated by art. 37, paragraph 2 of the Tourism Code.

In accordance with art. 32, paragraph 2 of the Tourism Code, in the case of contracts concluded at a distance or outside the premises of local businesses (as defined in art. 50 and 45 of D.Legs. 206/2005), the promoter will undertake to communicate to the registration the non-existence of the right of withdrawal as seen in art. 64 and following of the D.Legs. 206/2005.

7. PAYMENTS

The amount of the down payment, up to a maximum of 25% of the price of the tourist package, due upon reservation or when the binding request is presented, and the date within which, prior to departure, payment in full is due, are stated by the catalogue, the brochure or other documents.

Non-payment of the above-mentioned amounts within the agreed deadlines constitutes the express termination clause which will result in legal termination of the contract by the intermediary agency and/or the promoter.

8. PRICE

The price of the tourist package is stated by the contract with reference to the catalogue or to the brochure program and to updates of the same. It may be altered within twenty days prior to departure exclusively as a consequence of changes involving:

- transport costs, including cost of fuel;
- taxes and fees on certain tourist services such as duties, landing taxes, port and airport embarkation and disembarkation taxes;
- exchange rates applied to the tourist package in question.

Official rates of exchange shall apply to such possible variations and to the above-mentioned costs according to program publication date, as per date stated by the catalogue technical file, or to the date stated by any of the aforementioned updates.

9. ALTERATION OR CANCELLATION OF THE TOURIST PACKAGE PRIOR TO DEPARTURE

In the event that the promoter or the seller need to significantly alter one or more elements of the contract prior to departure, they must immediately inform the consumer in writing about the nature of the changes and about the consequent price difference.

In the case that the proposed alteration, as per paragraph 1, is not accepted by the tourist, the latter can alternatively exercise the right to reclaim the previously paid sum or to accept an alternative tourist package pursuant to paragraph 2 and 3 of article 10.

The consumer can exercise the aforementioned rights in the event of cancellation due to failure to reach the minimum number of participants stated by the Catalogue or by the brochure Program, or to force majeure and fortuitous events affecting the purchased tourist package.

For cancellations different from those caused by force majeure, by fortuitous events or by failure to reach the minimum number of participants, as well as by those different from the consumer's non-acceptance of the offered alternative tourist package, the promoter who cancels (art. 33 letter E Consumer Code) shall return to the consumer an amount equivalent to double the sum that the latter previously paid to the promoter through the travel agent.

The amount to be returned cannot exceed the double of the amount that would be owed on the same date by the tourist to the promoter, as per art.10 paragraph 4, in the event he/she cancelled.

10. CONSUMER'S CANCELLATION

The consumer may withdraw from the contract without paying any penalty in the following cases:

- increase of the price exceeding 10%, as per aforementioned art. 8
- important modifications involving one or more elements of the contract, proposed by the promoter after contract completion but prior to departure and not accepted by the consumer, which might significantly and objectively alter the tourist package.

In the above-mentioned cases the tourist is entitled to the following alternative rights:

- to enjoy an alternative tourist package without any increase of price, or with refund of the excess price if the second tourist package should be of inferior value;
- to the refund of the sole down payment. Such refund will be due within 7 working days from receipt of the application for refund.

The tourist must give notice of his/her decision (to accept modification or to withdraw) within and not later than two working days following the date on which the notice of increase or modification is received. The promoter's proposal shall be considered accepted if the consumer does not reply within the above mentioned deadline.

Tourists who withdraw from the contract prior to departure in cases not mentioned by the first paragraph must pay – regardless of the down payment as set forth in art.7 , paragraph 1: – the application fees, a penalty for the amount stated by the technical file of the Catalogue or brochure Program or customized trip and the amount due for any insurance coverage requested prior to completion of the contract or for other services previously provided.

In the case of organized groups, the amount shall be agreed upon when signing the contract.

Tourists may cancel their tour by e-mail or by phone call. Cancellation is effective immediately. The total amount refunded will depend on when the tourist cancels the tour:

On cancellation the following charges will apply:

- Up to 4 weeks: 0% of the tour price
- 28 to 10 days: 40%
- 9 to 5 days: 60%
- 4 to 1 day: 80%
- No-show: 100%

11. MODIFICATIONS AFTER DEPARTURE

Should the promoter, after the departure, be unable to supply an essential part of the services listed for whatever reason, except for ones depending on the tourist, he/she must arrange for alternative solutions, without increase of price for the contracting party and, should the performances supplied be of lower value compared to those foreseen, refund him/her the difference.

In the case that an alternative solution is not possible or if the solution proposed by the promoter is rejected by the consumer due to serious and justified reasons, the promoter shall supply him/her, without any price increase, with a means of transport equivalent to the one originally foreseen for returning to the place of departure or to any different place agreed upon, according to the carrier's availability of means and places, and will refund him/her the difference between the cost of the foreseen services and that of those supplied up to the moment of early return.

12. SUBSTITUTIONS

A tourist who decides to withdraw from the contract may ask another person to substitute him/her on condition that:

- a) the promoter is informed in writing at least 4 working days prior to the scheduled departure date, receiving at the same time information explaining the reasons of the substitution together with the personal details of the assignee;
- b) that the assignee meets all the conditions for benefiting from the service (ex art. 39 Tourism Code), in particular the requirements relative to passport, visa and health certificates;
- c) that the services themselves, or other replacement services, can be provided in the case of substitution;
- d) that the substitute refunds the promoter for all extra expenses borne to perform the substitution, which will be communicated to him/her prior to assignment.

The assignor and the assignee are jointly responsible for the payment in full of the amount corresponding to the price, as well as for the amounts as set forth in letter d) of this article.

Further substitution terms and conditions are stated by the technical file.

13. TOURISTS' OBLIGATIONS

During the negotiations, and at any rate before the completion of the contract, Italian citizens are provided with general written information – valid when the catalogue was published – relative to the health obligations and to the documentation necessary for expatriating. Foreign citizens must apply for equivalent information through their diplomatic representatives based in Italy and/or through their official government information channels.

In any case, tourists must, prior to departure, ensure such information is valid with an enquiry addressed to the relative enforcement bodies (for Italian citizens the local Police Headquarters or the Department of Foreign Affairs – website www.viaggiare Sicuri.it – Call Centre tel. no. 06.491115),

acknowledging any change prior to the trip. The seller or the promoter shall not be liable for failed departure of one or more tourist in the case that such check is not performed.

Tourists must inform the seller and the promoter about their citizenship and, on departure, finally check that they are carrying their vaccination certificates, their own passport and any other document valid in all the Countries included in the itinerary, as well as the stay and transit visas, and any required health certificates.

In addition, in order to assess the degree of the health conditions and the level of safety of the Countries of destination, and hence the objective usability of the services already purchased or to be purchased, the tourist must (using the sources of information listed in paragraph 2) refer to the Department of Foreign Affairs for general official information stating if the destinations are formally currently inadvisable.

Tourists must also comply with the rules of common sense and due diligence, as well as with the specific rules currently in force in the destination countries of the trip, with all the information supplied by the promoter, and with the administrative and legislative regulations and provisions pertaining to the tourist package. Tourists are liable for all the damages which may affect the promoter and/or the seller, also due to non-compliance with the above-mentioned obligations.

The tourist must supply the promoter with all the documents, information and elements in his/her possession useful for enabling the latter to exercise the right of subrogation against third parties, responsible for the damage, and will be held responsible towards the promoter for being detrimental to the right of subrogation.

At the moment of booking the tourist must also inform the promoter about any specific request which might be object of special agreements involving the terms of the trip, on condition they are feasible.

The tourist must always inform the Seller and the Promoter about any personal specific requirement or condition (pregnancy, food intolerance, disability, etc...) and clearly specify his/her request for relative customized services.

14. HOTEL CLASSIFICATION

The official classification of the hotels is listed in the catalogue or in other literature only on the basis of the specific and formal indication supplied by the enforcement bodies of the countries in which the service is provided. In the absence of official classification recognized by the public enforcement bodies of the countries, even if members of the E.U., to which the service refers, the promoter reserves the right to include a personal description of the facility in the catalogue or leaflet, in order to allow the consumer to assess, and consequently accept, the same.

15. RESPONSIBILITY

The promoter is held responsible for any damage caused to the tourist in case of total or partial non-fulfilment to supply services due by contract, both if the services should be rendered personally or by third service suppliers, unless he/she is able to prove that the event resulted from a fact ascribable to the tourist (including initiatives the latter might undertake during the performance of the tourist services), or on the part of a third party, to circumstances beyond the services foreseen by the contract, fortuitous events, force majeure, or to circumstances that the promoter could not, despite his/her professional capacities, reasonably foresee or solve.

The seller who made the reservation for the tourist package is in no case liable for obligations arising from the organization of the trip but is exclusively responsible for obligations arising from his/her role as an intermediary, hence within the limits of responsibility foreseen by the current laws regulating such subject, except for those stated in art. 46 of the Tourism Code.

16. LIMITS OF INDEMNITY

Indemnity according to articles 44, 45 and 47 of the Tourism Code and relative terms of prescription are governed by the limits stated, of C.C.V., of the International Conventions that rule for damages can by no means exceed the limits that concern tourist packages stated by art. 1783 and 1784 of the civil code.

17. OBLIGATION OF ASSISTANCE

The promoter must provide the consumer with the degree of assistance imposed by the principle of professional capacity exclusively for the obligations set forth in the law provisions or the contract.

The promoter and the seller are exempted from their respective responsibilities (articles 15 and 16 of these General Conditions) when non-fulfilment, or partial fulfilment of the contract, is imputable to the tourist or depends on facts of unpredictable or unavoidable nature ascribable to a third party, on a fortuitous event or on force majeure.

18. CLAIMS AND COMPLAINTS

Any non-compliance in carrying out the contract must be promptly contested by the tourist during the use of the package to enable the promoter, or his/her local representative or guide to rapidly solve the matter. Otherwise the damages will be limited pursuant to art. 1277 c.c.

Moreover, the consumer must – under penalty of cancellation – make a complaint by registered letter with return receipt to be sent to the promoter or the seller, or other means that guarantee proof of its arrival, to the promoter or the seller, within and not later than ten working days following the date of return to the place of departure.

19. CANCELLATION AND REPATRIATION EXPENSES INSURANCE

If not specifically included in the price, it is possible, and even advisable, to stipulate at the moment of booking at the office of the promoter or of the seller, a special insurance covering expenses arising from cancellation of the tourist package, injuries and incidents related to the transportation of luggage. It is also possible to stipulate an assistance contract covering repatriation expenses in case of accidents, illness, incidentals and/or force majeure. The tourist will exercise rights inherent these contracts exclusively in respect of the Insurance Companies stipulated, according to the conditions and in the manner provided by these policies.

20. ALTERNATIVE DISPUTE SETTLEMENT

In accordance with the purposes of art. 67 of the tourist code the organizer may propose to the tourist – in the catalog, on its own site or in other forms – how alternative resolution of disputes have arisen. In this case the organizer will indicate the type of alternative resolution proposed and the effects that such adherence involves.

21. GUARANTEE FUND (art. 51 Tourism Code)

The National Guarantee Fund (art. 100 Tourism Code) established for safeguarding tourists who are in possession of contracts, provides, in the event of insolvency or of bankruptcy declared by the seller or the promoter, for the following requirements:

- a) refund of the price paid;
- b) repatriation in case of trips abroad.

Furthermore, the Fund must promptly provide tourists with financial funds in the event of forced return from countries not included in the European Community, due to emergencies which may be ascribable, or not, to the behavior of the promoter.

The conditions of intervention of the Fund are set forth in Prime Ministerial Decree no.349 of 23/07/99, and instances of repayment to the Fund are not subject to any limitation period. The promoter and the seller contribute to supply the Fund to the extent established by paragraph 2 of art. 51 of the Tourist Code through the payment of the mandatory insurance premium that it is obligatory to enter into, a portion of which is paid to the Fund in the manner provided by art. 6 of Ministerial Decree 349/99.