

General Terms And Conditions

Introduction

General Terms and Conditions are part of the travel contract, together with the description of the travel package and the booking confirmation by the guest/traveler. When the guest/traveler confirms the purchase of the travel package, he or she has accepted, even on behalf of those who will participate in the travel, both the present General Terms and Conditions and any other advice reported in them.

1. Applicable Law

The sale of holiday packages having as their object the supply services in the domestic & foreign territory, is governed - until its repeal according to art. 3 of D.Lgs. n. 79 of 23/05/2011 (the "Tourism Code") - by ratification and implementation of Law 27/12/1977 n ° 1084 of the International Convention on Travel Contracts (CCV) signed in Brussels on 23/04/1970 - as applicable - and by the Tourism Code (artt. 32-51) and subsequent modifications.

2. Administrative Procedure

The organizer and the broker of the package, to which the guest addresses, must be

authorized for execution of their activities according to the applicable administrative regulation in force, even regional.

According to art. 18, paragraph VI of the Tourism Code, the use in the company name of the words “travel agency”, “tourism agency”, “tour operator”, “travel broker” or similar, even in foreign languages, is permitted only to the authorized companies as referred in the first paragraph.

3. Definitions

For the purposes of this contract the following definitions apply:

- a) organizer of the trip means the person who sells travel packages to third parties makes with the combination of the elements listed in article 4 and offering guests, even by means of a system of distance communication, the possibility to carry out individually and purchase such combination;
- b) the broker means the person who sells, even non professionally and on a non-profit basis, or agrees to provide tourist packages under article 4, at a fixed price;
- c) client of travel packages/guest/treveller/passenger means the purchaser, the transferee of a package tour or any other person, provided it meets all the conditions required for the use of the service, on behalf of which the principal contractor agrees to purchase a package without any remuneration.

4. Tour package

The concept of a tour package is as follows:

Package tours include travels, holidays and "All inclusive" circuits, cruises resulting from the combination, carried out by anybody and in any way, of at least two of the items listed below, sold or offered for sale at fixed price:

- a) transportation;
- b) accommodation;
- c) tourist services not ancillary to transportation or accommodation as per art. 36 which constitute, for the fulfillment of the recreational needs of the guest, a significant part of

the "Package" (Article 34 of the Tourism Code). The client has the right to receive a copy of the sales contract of the travel package (written according to art. 35 of the Tourism Code). The contract represents a valid document to access the Guarantee Fund reported in art. 21.

5. Information to guests – Technical form

- Before the beginning of the trip, the organizer and the broker must give their guests the following information:

- Timetables, locations of intermediate stops and connections;

- Information about the flight, if unknown at the time of reservation, according to art. 11 Reg. Ce 2111/05 (Art. 11, paragraph 2 Reg. Ce 2111/05: “If the identity of the air carrier or air carriers is unknown at the time of reservation, the air carriage contractor provides that passenger be informed of the name of the air carrier or air carriers that will operate as effective air carriers for the flight or flights involved. In this case, the air carriage contractor will ensure that passenger be informed of the identity of the effective air carrier or air carriers as soon as their identity is ascertained and any possible operating ban within the EU”).

- The organizer is under obligation to insert a technical form in the brochure or in the travel program, also on electronic device or by telematic link. The elements of the technical form are:

- The administrative authorization or, if applicable, the organizer’s Notice of Commencement (D.I.A. or S.C.I.A.);
- Details of the insurance for civil liability;
- Validity term of the brochure travel program;
- Terms and conditions for the replacement of the traveler (art. 39 of the Tourism Code);
- Benchmarks and criteria for the price adjustment (Article 40 of the Tourism Code).

The organizer may include in the technical form possible other special conditions.

6. Proposed purchase – Reservation

The proposed purchase of a travel package must be made on the appropriate contractual

form, if electronic, duly filled in its entirety and signed by the customer, who will receive a copy of it. Acceptance of the proposed purchase is deemed completed, and as a consequence the contract is concluded, only when the organizer sends the corresponding confirmation, even by telematic system to the customer or to the travel agency, that will look after delivery to the customer.

The organizer will provide, before departure, all the indications regarding the package not contained in the contractual documents, brochures or other means of written communication will be provided by the organizer in fulfillment of obligations under art. 37, paragraph 2 of the Tourism Code, before the beginning of the trip.

Special requests concerning the terms of provision and/or execution of certain services part of the travel package, must be made at the reservation stage as a result of a specific agreement between the traveler and the organizer, through the mandated travel agency. According to art. 32, paragraph 2 of the Tourism Code, we inform you that in any contract concluded at a distance or off-premises (as defined in artt. 50 and 45 of D.Lgs 206/2005), the right of withdrawal (foressen in artt. 64 and subsequent of D.Lgs. 206/2005) does not apply.

7. Payments

- Upon subscription of the proposed purchase of the travel package, the following entries shall be due:
 - Registration fee or fee to handle the file (see art. 8);
 - Advance not exceeding 25% of the price of the travel package as printed on the catalogue or in the quotation provided by the organizer. This sum is due as confirmation deposit and advance on total price. During the period of validity of the sale and purchase proposal and therefore before any confirmation of the reservation, the effects referred to art. 1385 of the Code of Civil Procedure do not occur if the withdrawal depends on factors not attributable. The balance shall be paid within the deadline laid down by the Tour Operator in the catalogue or in the confirmation of the travel package.
 - In case of booking later than the date fixed as closing date to pay the balance, the whole sum shall be paid at the time of subscription of the proposed purchase.

- The lack of payment of the above sums within the set date constitutes an express termination clause liable to end the contract, to be communicated in writing, via fax, e-mail or through the Intermediate Agency or to the address – electronic too – of the client. The due balance is effectively paid when it has been credited on the organizer's account.

8. Price

The price of the package is set in the contract, with reference to what is stated in the catalogue, in the brochure program and in any updates of them. It can be changed until 20 days prior to departure and only in case of changes in:

- Transportation costs, including the cost of fuel;
- Fees or taxes on aviation, landing fees, landing or embarkation on harbours and airports;
- exchange rates applied to the package.

For these variations reference will be made to the exchange rate and costs valid as of the date of publication of the program as stated in the data sheet of the catalogue or as of the date of any updates. The upward revision in pricing cannot in any case exceed 10% of the original quotation.

Price is made up of:

- registration fee or fee to handle the file;
- entrance fee: written in the catalogue or in the quotation of the package provided by the broker or the client;
- cost of insurance against the risks of cancellation and/or medical expenses or other required services;
- cost of any visas or entrance/exit fees from countries that are holiday destinations.

9. Modification or cancellation of a tourist package before departure

- Before departure, the organizer or broker who, for reasons ascribable to him, needs to change significantly one or more elements of the contract, shall immediately notify it in writing to the client indicating the type of modification and the consequent price change.

- If the client does not accept the proposed amendment hereinabove referred, he may withdraw from the agreement without paying any penalty and has the right to take advantage of an alternative tourist package if the Tour Operator is able to. Otherwise the sum already paid, including the fee to handle the file, has to be reimbursed.
- The client notifies his decision to the organizer or broker within two working days after receipt of the modification in paragraph 1. In case of lack of communication within the above term, the proposal made by the organizer is considered accepted.
- No refund is due if cancellation of the travel package depends on the lack of minimum number of participants, which may be requested, or as a result of force majeure or fortuitous events.
- For cancellations other than those caused by fortuitous events, force majeure, and failure to reach the minimum number of participants, as well as for those other than the non-acceptance by the client of the alternative tourist package offered, the organizer who cancels will return to the client twice the sum paid by the client and collected by the organizer through the travel agent.
- The refunded sum will never be more than the double of the amount of which the client would be debtor on the same date in accordance with art. 10, paragraph 2 in case he were the cancelling party.

10. Withdrawal by the client

1. The client may cancel the contract without paying penalties in the following cases:

- increase in the price in excess of 10%;
- significant modification of one or more elements of the contract objectively deemed as fundamental for the enjoyment of the package as a whole and as proposed by the organizer after the signature of the contract, but prior to departure and not accepted by client.

In the cases mentioned above, the client has the right:

- to use an alternative tourist package, at no extra cost or with the restitution of the surplus money, if the second package has a lower value than the first, whenever the Tour Operator is able to propose it;

- the refund of the amount actually paid. This refund must be made in accordance with the law.

2. The client who withdraws from the contract before departure outside those circumstances listed in the first paragraph or those in art. 9, paragraph 2, shall be charged

- on top/regardless of the payment of art. 7 paragraph 1 - the individual cost of handling the file, the penalty in the amount indicated in the catalogue or brochure program or on a customized trip, any sums related to the insurance cover requested at the time of the contract conclusion or other services already provided.

3. In the case of groups such payments will be agreed on a case to case basis upon the contract signature.

4. From the above are excluded all travels with scheduled flights at special fares. In these cases conditions related to cancellation penalties are deregulated and much more restrictive.

11. Changes after departure

If, after the departure, the organizer is unable to provide for any reason, except for a fact due to the client, an essential part of the services included in the contract, it shall prepare alternative and adequate solutions, for the continuation of the planned trip without expenses of any kind for the customer. Otherwise the organizer will reimburse his customer of the difference between the services originally foreseen and those effectively granted.

If there is no alternative solution, or the solution of the operator is refused by the customer for proven and justified reasons, the organizer will provide at no extra cost, a means of transport equivalent to that originally planned to return to the place of departure or to another place possibly agreed, compatibly with/depending on the availability of transportation seats, and it will reimburse the difference between the cost of the services envisaged and the services performed up to the time of the anticipated return.

12. Replacements

The client may be substituted by another person only if:

a) the organizer is notified at least 4 working days before the date fixed for the departure,

and it receives communication about the reasons for the replacement and the transferee data;

b) the transferee satisfies all the conditions for the use of the service (pursuant to art. 39 of the Tourism Code) and in particular the requirements for passports, visas, medical certificates,

c) the same services or other substitute services can be provided as a result of replacement

d) the substitute reimburses the operator of any extra costs incurred to carry out the substitution, to the extent that these will be quantified prior to the sale.

The transferor and the transferee are jointly liable for the payment of the balance due and the amounts referred to subparagraph d) of this article.

Any additional terms and conditions for substitution are indicated in the technical form. It is understood that, in application of art. 944 of the Navigation Rules, substitution will be possible only with permit of the carrier.

13. Obligations of the clients

- In the course of negotiations and before the contract is concluded, Italian citizens are provided with general information - updated to the date of printing of the catalogue - related to the medical obligations and the documentation required to travel abroad.
- Regarding rules for children going abroad, please refer to what expressly reported in the Italian Police website. Please note that children under the age of 18 must have a document valid for going abroad or a passport, or for UE countries, an identity card valid for expatriation. Regarding trips abroad of children under 14 or children needing the Authorization issued by the Judicial Authority, requirements set out in the website <http://www.poliziadistato.it/articolo/191/> must be followed.
- Foreign clients must obtain the corresponding information through their diplomatic missions in Italy and / or through their respective official channels of governmental institutions. In any case, prior to departure, clients must check any updates with the competent authorities (for Italian citizens, the local police headquarters or the Ministry of Foreign Affairs through the site <http://www.viaggiasesicuri.it/> or the Central Office

Telephone, number +39 06 491115) and must adjust before leaving. In the absence of such verification, no responsibility for failure in departure of one or more clients can be attributed to the broker or the organizer.

- The clients must inform the broker and the organizer of their citizenship at the time of the request of reservation for the travel package or tourist service and, at the time of departure, they definitely must be sure to be in possession of vaccination certificates, individual passports and any other document valid for all the countries in the travel itinerary, as well as visas, transit and health certificates that might be required.
- In addition, in order to assess the health and socio-politic security of the countries of destination and, therefore, the usability of the services acquired or to be purchased, the client will be responsible for getting the official information of a general nature from the Ministry of Foreign Affairs and reported on the official Farnesina website www.viaggiaresecuri.it. Such information is not reported into the catalogues of Tour Operators – on line or off line – as they mention generic information as per art. 38 of the Tourism Code.
- In case at the date of reservation the chosen destination should results, according to institutional channel of information, not recommended because of security reasons, the traveler who should exercise afterwards the right of withdrawal can't call for the lack of the contractual cause related to the security conditions of the country, for the purpose of exemption from the request of refunding due to the withdrawal.
- Clients should also observe the rules of common prudence and diligence, the rules specifically in force in the countries destination of the trip, all the information provided by the organizer and the regulations and administrative or legislative provisions relating to the package. Clients will be asked to answer for all damages that the organizer and / or broker may suffer, because of failure by the clients to comply with the above mentioned obligations, including the repatriation costs.
- The client must provide the organizer with all the documents and information in its possession relevant to the exercise of the right of subrogation against third parties responsible for the damage and is responsible towards the organizer for the interference

with the right of subrogation.

- The client gives written notice to the organizer, at the time of the sale and purchase proposal of the travel package and before confirming the reservation, of special personal requests that may be subject to specific agreements on travel arrangements, provided that it is possible to implement them.

14. Hotel classification

The official classification of hotels is provided in the catalogue or in other information material only on the basis of explicit and formal indications by the competent public authorities of the country where the service is provided. In the absence of official classifications recognized by the competent public authorities of the EU countries to which the service is referred, in case of locations sold as “Holiday Resorts”, the organizer reserves the right to provide in the catalogue or brochure its own description of the structure, in order to permit an evaluation and the subsequent acceptance of it by the client.

15. Liability regime

The organizer is liable for damages caused to the client due to the total or partial lack of performance contractually foreseen, whether these are performed by him directly or by a third party service providers, unless he proves that the event was caused by the client (including initiatives autonomously taken by him in the course of the tourist services) or by a third event of unpredictable and inevitable nature or by circumstances beyond the provision of services under the contract, by accident, force majeure, or by circumstances that the organizer could not, according to the professional diligence, reasonably foresee or solve. The broker from which the tour package was booked is not in any case liable for the obligations arising related to the organization and execution of the trip, but is responsible exclusively for the obligations arising from his role as intermediary and in any case within the limits provided for such liability under the current legal rules on the

subject, without prejudice to art. 46 of the Tourism Code.

16. Reimbursement limits

The reimbursements set out in artt. 44,45 and 47 of the Tourism Code and the relative statute of limitations, are governed as provided herein and in any case within the limits set out by C.C.V., by the International Conventions that govern the services covered by the travel package and by artt. 1783 and 1784 of the Code of Civil Procedure, with the exception of personal injuries that aren't subject to the fixed limit.

17. Obligation to assist

The organizer is obliged to give assistance to the client, according to the standard of professional care, with exclusive respect of obligations at its own charge required by law or contract. The organizer and the broker are exempt from their responsibilities (Articles 15 and 16 out of these Terms General), when the failure or improper performance of the contract is attributable to the client or to fact of third party in an unforeseeable or unavoidable manner or it was caused by a fortuitous event or force majeure.

18. Claims and complaints

Any failure in the performance contract must be contested by the client during the enjoyment of the package so that the organizer, his local representative or guide can remedy the situation promptly. Otherwise the compensation will be reduced or canceled in accordance with art. 1227 of the Code of Civil Procedure.

Based on the above, the client must also file a complaint by sending a registered letter with acknowledgment of receipt to the organizer or the seller no later than ten working days from the date of return to the place of departure, otherwise the claim will not be valid.

19. Insurance for cancellation and repatriation

If not expressly included in the price, at the time of booking it is possible – and recommended – to stipulate a special insurance policy against the costs arising from the cancellation of the package, accidents and/or diseases that also covers the expenses of repatriation and for the loss or damage to luggage.

The rights arising from insurance contracts must be exercised from the traveler directly towards the Insurance Company, at the conditions and in accordance with the terms of the policy itself, as written in the clauses printed on the policy or shown in the brochure made available to the tourist at the departure.

20. Alternative tools for dispute settlement

Within the meaning and for the purposes of art. 67 of Tourism Code, the organizer may propose to his guest – on the catalogue, on the brochure, on its website or in other ways – an alternative solution to any dispute.

In this case the organizer will state the type of alternative solution and the impact it might have if accepted.

21. Guarantee fund

The National Guarantee Fund - set up to protect clients who have signed a travel contract - shall provide the following, in the event of insolvency or bankruptcy of the broker or organizer:

- a) reimbursement of the price paid;
- b) repatriation in case of travel abroad.

The fund must also ensure immediate availability of funds in case of forced return of tourists from countries outside the EU on the occasion of a fact whether or not attributable to the organizer. The methods of intervention of the fund are established by the decree of the President of the Council of Ministers of 23/07/99, no. 349 and the claim for reimbursement to the fund is not subject to any time of limitation.

The organizer and the broker must help endow the fund to the extent set out in paragraph 2 of art. 51 of the Tourism Code through the payment of the compulsory insurance premium, a part of which is paid to the fund in accordance with art. 6 of DM 349/99.

22. Operational changes

Considering that catalogues bearing all the information with the services offered are printed well in advance, we inform that schedules and sections of the flights listed in the acceptance of the sale and purchase proposal might be changed being subject to subsequent validation. For this reason the traveler shall ask for confirmation of the services to his/her agency before departure. The organizer will inform passengers about the name of the carrier/carriers within the time frame and in the manner envisaged by art. 11 of Reg. CE 2111/2005 (referred to in art. 5).

Addendum

General terms and conditions of sale tourist services

A) Regulatory Provisions

The contracts for the supply of the sole transportation service, of the sole accommodation or any other separate tourist service cannot be configured as a negotiation of the organization of a trip or package, and are governed by the following provisions of the International Convention on Travel Contracts (CCV): art. 1, no. 3 and n. 6, arts. 17 to 23, arts. from 24 to 31, (limited to the parts of such provisions that do not refer to the organization contract) as well as other agreements related to the sale of a single service contract. The seller who undertakes to offer to third party, by electronic means too, an unbundled tourist service, must supply to the traveler the relative documents stating the amount paid for the service and he cannot be considered in any way the trip organizer.

B) Conditions of contract

These contracts are also subject to the following clauses of the general conditions of contract for the sale of packages above: art. 6, paragraph 1, art. 7, paragraph 2, art. 13, art. 18. The application of these clauses does not determine in any manner whatsoever the configuration of its services as a package. The terms related contract for tourist package (organizer, travel, etc..) used in these clauses should therefore be interpreted with reference to the corresponding figures of the sales contract for individual tourist services (seller, stay, etc..).

Information file ex Art. 13 DLGS 196/2003 and sub.

The processing of personal data, whose supply is necessary for the conclusion and execution of the contract, is managed in full compliance with DLGS 196/2003, in both paper and electronic form.

Data will be communicated to the sole suppliers of the services included in the travel package. Any time the client can exercise his/her rights ex art. 7 DLGS 196/2003 by contacting the data controller: name of the company; premises and fiscal data; name of the official of the company and email address.