

HOLIDAY PACKAGE – GENERAL TERMS AND CONDITIONS OF SALE

1) PRELIMINARY STATEMENT: FEATURES OF HOLIDAY PACKAGES

As defined by article 84 of the Consumer Code, the term “holiday package” may refer to travel, holidays and “all inclusive” holiday packages which combine in a prearranged manner at least two of the elements indicated below, which are sold or offered at a fixed price, and which have a duration of over 24 hours or include at least one night:

- a) transport;
- b) accommodation;
- c) services for tourists which are not associated with transport or accommodation ... [omitted intentionally] ... and which constitute a significant part of the “holiday package”.

2) LEGISLATIVE SOURCES

The sale and purchase of a holiday package, whether regarding services provided on domestic territory or abroad, is regulated by Law no. 1084 of 2/12/1977 which ratifies and implements the International Convention on Travel Contracts (ICTC) signed in Brussels on 23.4.1970, and which is cited in the Consumer Code.

3) Compulsory Informations – Data Sheet

The organizer is obliged to create a data sheet in the catalog or in the program out of the catalog. The elements required to be included in the data sheet of the catalog or of the program out of the catalog are:

- details of the administrative authorization of the organizer;
- details of the civil liability insurance policy ;
- period of validity of the catalog or program out of catalog or customized trip;
- the terms and conditions of replacement (Article 89 of the Consumer Code)
- reference exchange for currency adjustments, days or value.

4) RESERVATIONS

Reservations must be made using the form provided, which must be filled in completely and signed by the customer. Acceptance of the reservation is subject to the availability of places and is considered to be confirmed only when written confirmation on the part of the organiser is provided. Information relating to the holiday package not contained in the contract, brochures or communication by other means shall be provided by the organiser, in compliance with his obligations as stipulated by article 87 paragraph 2 of the Consumer Code in good time before the beginning of the holiday.

5) PAYMENT

Upon reservation, an advance payment of 25% of the total fee must be paid. The remaining amount must be paid 10 days before the beginning of the holiday.

Failure to pay the abovementioned amounts by the dates specified shall constitute an express termination clause and give the intermediary agency and/or the organiser the right to cancel the contract, without prejudice to compensation for any further damages suffered by the organiser.

6) PRICE

The prices indicated in the contract can be modified by informing the customer of any changes no later than the 21st day before departure and only in the case of variations in:

- transport costs, including fuel costs;
- fees and charges for some types of tourism services such as port and airport taxes payable on arrival or departure;
- exchange rates applied to the package in question.

For any such variations, reference will be made to the exchange rates and the cost of services applicable at the date of publication of the programme as stated therein.

7) Change or Cancellation of the package holiday before the departure

Before the departure the organizer or the seller, that has the need to modify in an important way, one or more elements of the contract, must inform suddenly in written form the consumer, indicating the kind of change and the variation of the price that follows. If the consumer doesn't accept the proposed change as it's said in the paragraph 1, he can exercise alternatively the right of buying again the amount yet paid or of enjoying the offer of an alternative package holiday according to 2° and 3° paragraph of the art.8.

The consumer can exercise the right above expected also when the cancellation depends from the missed achievement of the lower number of the participants expected in the catalogue or in the plan out of the catalogue, or from force majeure cases and accidental case, relating to the package holiday bought. For the cancellations that are different from those caused by force majeure, accidental case and missed achievement of the lower number of participants, and for those different from the missed acceptance of the consumer of the package holiday alternative offered, the organizer that cancel, (Art.33 lett. E Cod.Cons.) will give back to the consumer the double of the amount that he paid and collected from the organizer, through the travel agent. The sum object of the repayment won't never higher than the double of the amounts of which the consumer would be in the same date debtor according to the art. 8, 4° paragraph in the case the cancellation would be made by him

8) WITHDRAWAL ON THE PART OF THE CONSUMER

- Withdrawal without penalty

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

- increase in price of more than 10%, as set out in article 5 above;
- significant modification of one or more items of the contract that can objectively be construed as essential to the enjoyment of the holiday package considered as a whole and proposed by the organiser after the conclusion of the contract itself, but prior to departure and not accepted by the consumer.

In the cases described above, the consumer has the right:

- to accept an alternative holiday package, without paying any surcharge, and to be refunded the difference in price if the second holiday package is of a lower value than the first;
- to be refunded only the part of the price already paid. This refund must be made within seven working days of the moment the request for a refund is

received.

The consumer must communicate his decision (either to accept the modification or to withdraw from the contract) within and not later than two working days from the moment in which is informed of the increase or modification. Failure on the part of the consumer to inform the organiser of his decision within the prescribed time limits shall constitute his tacit acceptance of the formula proposed by the organiser.

- **Withdrawal with penalty**

The consumer who withdraws from the contract before departure for any reason other than the cases listed in the previous section will be liable to pay (independently of the advance payment mentioned in article 5 paragraph 1 above) the individual cost for the management of the practice, the penalty as follows:

- 10% of the stake until 30 working days before the departure;
- 25% of the stake from 29 to 21 working days before the departure ;
- 50% of the stake from 20 to 11 working days before the departure;
- 75% of the stake from 10 to 3 working days before the departure;
- 100% of the stake after these terms.

For group reservations the amounts mentioned above will be agreed on a case-by-case basis upon the contract being signed.

9) Changes after the Departure

If after the departure, for any reason, except for a reason regarding the consumer, the organizer can't give an important part of the services as arranged in the contract, he will have to arrange alternative solutions, without any extra charge for the contractor and if the service is of a lower value than those arranged, refund him on that difference.

If it is not possible to get to any alternative solution, or the solution arranged by the organizer is refused by the consumer for justified reasons, the organizer will provide without any extra charge, a mean of transport equal to the original one for the return to the departure place or to a different place if arranged, compatibly to the availability of means and seats, and he refunds him with the difference between the cost of the services arranged and that of the services had until the moment of the advance return.

10) REPLACEMENTS

The renouncing consumer can be replaced with other person if:

- a) the organizer is informed of this replacement in writing 4 working days at least before the date fixed for the departure, receiving contextually a notification about the reasons of this replacement and the personal details of the assignee;
- b) the assignee satisfies all the conditions for the fruition of the service (ex art. 89 Cod. Cons.) and in particular the requirements relating to the passport, the visa, the health certificate;
- c) the substitute refunds to the organizer all the extra charges made to proceed to the replacement, as it will be measured before the cession.

The trustor and the assignee are fully responsible for the payment of the price, and of the amounts as said in the section c) of this article. Further terms and conditions of replacement are indicated in the data sheet

11) TRAVELLERS' OBLIGATIONS

Travellers must be in possession of an individual passport or other valid document for all countries included in the itinerary, as well as any tourist or transit visas that may be required. They must also abide by all principles of prudence and due diligence, all information provided by the organiser, as well as all administrative or legislative provisions relating to the holiday package. Travellers shall be liable for all damages suffered by the organiser as a result of their failure to respect the obligations described above.

The consumer is bound to provide the organiser with all of the documents, information and other items in his possession that may be useful in order for the latter to be able to exercise the right of subrogation with regard to third parties responsible for the damage, and is responsible towards the organiser for any prejudice caused to his right of subrogation.

Upon making the reservation, the consumer shall also communicate in writing to the organiser any desired particulars which might constitute the object of specific contracts regarding travel arrangements, if it is possible to implement them.

12) CATEGORY OF HOTEL

The official classification of the hotel facilities is given in the catalogue or in other information pack only according to the formal and expressed indications of the appropriate authority of the country in which the service is given.

Without any official classification recognized by the appropriate Public Authorities of the Country, also members of the UE, which the service concerns to, the organizer reserves the right to give in the catalogue or in the brochure a description of the hotel facility, that allows an evaluation and the following acceptance of that facility by the side of the consumer

13) System of Responsibility

The organizer is responsible for the damages caused to the consumer for the total or partial non-fulfillment of the services due according to the contract, both if the services are given by the organizer or by third providers, unless the organizer proves that the event is caused by the consumer (included initiatives autonomously taken from the consumer during the tourist services) or by situations out of the supply of the arranged service in the contract, by an accidental case, by circumstances beyond the control, or that the organizer couldn't imagine or solve.

The seller, at which the booking of the package holiday was made, is not responsible in any case of the obligations born from the organization of the travel, but he's responsible only of the obligations born by his being intermediary and however in the limits provided for the rules in force in this field for such responsibility.

14) MAXIMUM CLAIMS FOR DAMAGES

Compensation for damages to persons may not in any case exceed the limits established by the international conventions to which Italy and the European Union are party, in relation to services, the failure of which to provide has determined liability. In any case the maximum amount of compensation may not exceed 50,000 Francs germinal for damage to persons, 2,000 Francs germinal for damage to things, and 5,000 Francs germinal for any other type of damage.

15) OBLIGATIONS TO PROVIDE ASSISTANCE

The organizer must give the way of assistance to the consumer imposed by the criterion of professional diligence exclusively according to the duties taken upon as the contract or the law says.

The organizer and the seller are exempted from the responsibilities (art. 13 and 14 of the General Conditions above), when the missed or wrong execution of the contract is due to the consumer or it depends on the fact of a third person in a unexpected or unavoidable way, or when it has been caused by an accidental case or circumstances out of the control.

16) CLAIMS AND COMPLAINTS

Every lack in the execution of the contract must be questioned by the consumer without lateness so that the organizer, his local representative or the travel courier can compensate for it promptly. Otherwise, it can't be questioned the non-fulfillment of the contract.

The consumer in addition – penalty the forfeiture - must lodge complaint through a letter sent by recorded delivery, with confirmation of receipt, to the organizer or to the seller, within and no later than 10 working days from the date of the return to the place of departure.

17) INSURANCE AGAINST CANCELLATION EXPENSES AND REPATRIATION INSURANCE

If not explicitly included in the price, before departure it is possible and advisable to stipulate at the organiser's or seller's offices special insurance policies against expenses deriving from cancellation of the package, accidents and luggage, in addition to stipulating an assistance contract which covers the costs of repatriation in the event of an accident or illness.

18) COMPENSATION FUND

At the Direzione Generale per il Turismo del Ministero delle Attività Produttive (General Headquarters for Tourism of the Ministry of Productive Activities) the Fondo Nazionale di Garanzia (National Compensation Fund) to which the consumer can apply (pursuant to article 100 of the Consumer Code) in the event of insolvency or bankruptcy on the part of the organiser or seller of the holiday package, in order to safeguard the following requirements:

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

The Fund must also provide immediate economic assistance in the event of emergencies which make necessary forced repatriation of tourists from countries outside the European Union, whether such emergencies are imputable to the behaviour of the organiser or not.

The ways in which the Fund may intervene are laid out in Presidential Decree no. 349 of 23/07/99, in G.U. no. 249 of 12/10/1999.

ADDENDUM

GENERAL CONDITIONS OF CONTRACT OF SINGLE TOURIST SERVICE SALE

A) NORMATIVE MEASURES

The contracts that have in object the supply of the single transport service, of stay, or of any separated tourist service, can't be considered as a planning of a travel or of a package holiday, and so they are regulated by the following regulations of CCV: art. 1, n° 3 and n° 6; art. from 17 to 23; art. from 24 to 31, in the matter of the provisions

that are different from those relative to the contract of arrangement, as well as from other agreements related specifically to the sale of the single service subject of the contract.

B) CONTRACT CONDITIONS

To this kind of contract are moreover applicable the following clauses of the general conditions of the sale contract of packages holidays above reported: art. 4 paragraph 1; art. 5; art. 7; art. 8; art. 9; art. 10 paragraph 1; art 11; art. 15; art. 17. The enforcement of these clauses doesn't determine absolutely the configuration of the relative contracts as package holiday. The terminology of the above said clauses relative to the contract of package holiday (organizer, travel, etc.) must be intended according to the corresponding figures of the sale contract of single tourist services (seller, stay, etc.).