

General terms and conditions for the sale of tourist packages

CONTENT OF THE SALE CONTRACT FOR THE TOURIST PACKAGES

Contents of the tourist package are an integral part of the travel contract as well as the general conditions that follow, the description of the tourist package contained in the holiday brochure, or in the separate travel program, as well as the booking confirmation of the services requested by the tourist / traveler.

The tour operator sends the content of the sale contract to the travel agency, as agent acting on behalf of the tourist who will have the right to receive it from the agent. In signing the tourist package sale and purchase offer, the tourist / traveler must bear in mind that he / she gives and accepts for himself and for the fellow travellers for whom he / she is testing the service, the travel contract as described therein, both the warnings contained therein and the present general conditions.

1. THE LEGISLATION

The sale of tourist packages, which has as its object the provision of services in both the national and international territory, is regulated by art. 32 and 51 as modified in the Legislation on May 21st 2018 n.62, from EU Directive 2015/2301 as by civil code disposition regarding transport and warranty terms.

2. ADMINISTRATIVE RULES

The organizer and the intermediary of the tourist package, to whom the tourist has gone to purchase the holiday (therefore called client), must be authorized to sell holiday packages according to the national, intentional and also regional law. Subject to art. 18, paragraph VI, of the Code Tur. The use in the name or social name of the words "travel agency", "tourism agency", "tour operator", "travel mediator" or other words and phrases, also in a foreign language, of a similar nature, is allowed only if the company referred to in the first paragraph is qualified or certified. The organizer and the intermediary shall inform third parties, before the conclusion of the contract, of the details of the insurance policy for the coverage of risks arising from professional liability, as well as the details of the other optional or compulsory guarantee policies for the protection of travellers for the coverage of events that may affect the execution of the holiday, such as cancellation of the trip, coverage of medical expenses, early return, loss of or damage to luggage, as well as the details of the guarantee against the risks of insolvency or bankruptcy of the organizer and the intermediary, each to the extent of its competence, for the purpose of returning the sums paid or the return of the trip to the place of departure where the tourist package includes the transport service.

Pursuant to art. 18, paragraph VI, of the Tourist Code, the use of the words "travel agency", "tourism agency", "tour operator", "travel mediator" or other words and phrases, even in foreign languages, of a similar nature, in the company name or name, is permitted only to the companies qualified under the first paragraph.

3. DEFINITIONS

For the purposes of the tourist package contract is meant to:

- a) professional means any natural or legal person, whether public or private, who, in the context of his or her commercial, industrial, craft or professional activity in the contracts for organised tourism, acts, also through another person acting in his or her name or on his or her behalf, in the capacity of organizer, seller, professional facilitating realizer, tourist services or tourist service provider, in accordance with the regulations set out in the Tourism Code;
- b) organizer: a professional who combines packages and sells them or offers them for sale directly or through or together with another professional, or the professional who transmits data relating to the traveller to another professional;
- c) seller means a professional, other than the organizer, who sells or offers for sale combined packages from an organizer;
- d) "traveller" means any person who intends to conclude a contract, or who concludes a contract or is authorised to travel on the basis of a contract with an end-user, within the scope of the Law on Organised Tourism Contracts;
- e) "establishment" means an establishment as defined in Article 8(e) of Legislative Decree No 59 of 26 March 2010;
- f) "durable medium" means any instrument which enables the traveller or professional to store information addressed to him or her in such a way that it may be accessed in the future for a period of time appropriate to the purposes for which it is intended and which permits the identical reproduction of the information stored;
- g) "unavoidable and extraordinary circumstances, a situation outside the control of the party envisaged such a situation, the consequences of which would not have been avoided even if all reasonable measures had been taken;
- h) "lack of conformity" means a failure to perform the tourist services included in a package;
- i) "point of sale" means any premises, mobile or immovable, used for retail sale or retail website or similar online sales tool, even where retail websites or online sales tools are presented to travellers as a single tool, including a telephone service;
- j) "return" means the return of the passenger to the place of departure or to another place as soon as possible, the organizer or the seller, provides the return of the passenger.

4. RETURN OF TOURIST PACKAGE

The notion of tourist package is as follows:

the combination of at least two different types of tourist services, such as: 1. passenger transport; 2. accommodation which is not an integral part of passenger transport and is not intended for residential purposes, or for long-term language courses; 3. the hire of cars, other vehicles or motorcycles and which requires a category A driving licence; 4. any other tourist service which is not an integral part of any of the tourist services listed under (1), (2) or (3), and is not a financial or insurance service, for the purpose of the same journey or holiday, if at least one of the following conditions is met: (1) these services are combined by a single professional, even at the request of the traveller or in accordance with his or her selection, before a single contract is concluded for all the services;

(2) such services, even if concluded under separate contracts with individual suppliers, are:

- purchased from a single point of sale and selected before the traveller consents to payment;
 - offered, sold or invoiced at a flat-rate or inclusive price;
 - advertised or sold under the name 'package' or similar name;
- combined after the conclusion of a contract under which the professional allows the traveller to choose between a selection of types of tourist services, or purchased from separate professionals through linked computerised reservation processes where the traveller's name, payment details and e-mail address are transmitted by the professional with whom the first contract is concluded to one or more professionals and the contract with the latter or these professionals is concluded at the latest 24 hours after confirmation of the reservation of the first tourist service.

5. CONTENT OF THE CONTRACT PURCHASE PROPOSALS AND DOCUMENTS TO BE SUPPLIED

1. At the time of the conclusion of the contract of sale of the tourist package or, in any case, as soon as possible, the organizer or the seller, provides the traveler with a copy or a confirmation of the contract on a durable medium. 2. The traveler is entitled to a hard copy if the contract for the sale of a package holiday has been concluded in the physical presence of the parties. 3. With regard to contracts negotiated away from business premises, as defined in Article 45(1)(h) of Legislative Decree No 206 of 6 September 2005, a copy or confirmation of the tourist package sales contract shall be provided to the traveller on paper or, if the traveller consents, on another durable medium.

4. The contract constitutes entitlement to access the guarantee fund referred to in Article 21 below.

6. INFORMATION TO THE TRAVELLER - DATA SHEET

1. Before the start of the journey, the organizer and the intermediary shall provide the traveller with the following information:

- (a) timetables, intermediate stops and connections. If the exact time is not yet determined, the organizer and, where applicable, the seller shall inform the traveller of the approximate time of departure and return;
 - (b) information on the identity of the operating air carrier, if not known at the time of booking, in accordance with Article 11 of Regulation EC 2111/2005 (Article 11(2) of Regulation EC 2111/05. If the identity of the operating air carrier(s) is not yet known at the time of booking, the air carriage contractor shall ensure that the passenger is informed of the name of the operating air carrier(s) which will operate as operating air carriers for the flight(s) concerned. In this case, the air carriage contractor shall ensure that the passenger is informed of the identity of the operating air carrier(s) as soon as their identity has been established and their possible operating ban in the European Union;
 - (c) location, main characteristics and, where applicable, the tourist category of the accommodation in accordance with the regulations of the country of destination;
 - (d) meals provided, whether or not included;
 - (e) visits, excursions or other services included in the total agreed price of the package;
 - (f) i) tourist services provided to the traveller as a member of a group and, if so, the approximate size of the group;
 - (g) the language in which the services are provided;
 - (h) whether the journey or holiday is suitable for persons with reduced mobility and, at the request of the traveller, precise information on the suitability of the journey or holiday which takes account of the traveller's needs. Special requests concerning the provision and execution of certain services as part of the tourist package, including the need for assistance at the airport for persons with reduced mobility, the request for special meals on board or at the place of stay, must be made at the time of booking request and be the subject of a specific agreement between the traveler and the Organizer, if necessary also through the agent travel agency;
 - (i) the total price of the package including taxes and all duties, taxes and other additional costs, including any administrative and handling fees, or, where these cannot reasonably be calculated before the conclusion of the contract, an indication of the type of additional costs that the traveler may still have to bear;
 - (j) the method of payment, including, where applicable, the amount or percentage of the price to be paid as an advance and the timetable for payment of the balance, or the financial guarantees to be paid or provided by the passenger;
 - (k) the minimum number of persons required for the package and the time limit referred to in Article 41(5)(a) before the start of the package for any termination of the contract in the event of failure to arrive at the number;
 - (l) general information on passport and visa requirements, including approximate visa requirements, and health formalities in the country of destination;
 - (m) information on the traveler's right to withdraw from the contract at any time before the start of the package upon payment of appropriate withdrawal costs, or, if applicable, the standard withdrawal costs required by the organizer pursuant to Article 41, paragraph 1 of Legislative Decree no. 79/2011 and specified in Article 10, paragraph 3 below;
 - (n) information on the optional or compulsory signing of a security policy that covers the costs of unilateral withdrawal from the contract by the traveler or the costs of assistance, including repatriation, in the event of accident, illness or death;
 - (o) details of the coverage referred to in article 47, paragraphs 1, 2 and 3 of Legislative Decree 79/2011.
2. The organizer shall provide a technical data sheet in the catalogue or in the programme outside the catalogue - also on an electronic medium or by electronic means. It contains technical information regarding the legal obligations to which the Tour Operator is subject, such as for example:
- details of the administrative or S.C.I.A. authorisation of the organizer;
 - details of the guarantees for travellers ex art. 47 Cod. Tur.;
 - details of the civil liability insurance policy;
 - period of validity of the catalogue or of the programme not included in the catalogue;
 - particular criteria for adjusting the price of the trip (Art. 39 Cod. Tur.).

7. PAYMENTS

1. At the time of signing the proposal to purchase the tourist package must be paid:

- a) the registration fee or administration fee (see art. 8);
- b) advance payment on the price of the tourist package published in the catalogue or in the quotation of the package provided by the Organizer. The balance must be paid within the deadline set by the Tour Operator in its catalogue or in the booking confirmation of the service required.

2. For bookings made after the date indicated as the last term - mine to make payments, the full amount must be paid at the time of signing the purchase proposal.

3. Failure by the Organizer to receive the above amounts, on the established dates, as well as the failure to remit to the Tour Operator the amounts paid by the Traveller to the intermediary, will result in the automatic termination of the contract to be communicated by simple written notice, by fax or e-mail, at the A-genice intermediary, or at the domicile, including electronic, where co-equipped, of the traveler and without prejudice to any warranty action under Article 47 of Legislative Decree no. 79/2011 exercisable by the traveler. The balance of the price is considered to have been paid when the sums are received by the organizer.

8. PRICE

The price of the tourist package is determined in the contract, with reference to what is indicated in the catalogue, or programme out of the catalogue and any updates to the same catalogues or programmes out of the catalogue subsequently made, or on the Operator's website. It may only be changed, upwards or downwards, in accordance with the changes made:

- transport costs, including fuel costs;
- duties and taxes relating to air transport, landing, disembarkation or embarkation fees in ports and airports;
- exchange rates applied to the traveller, of which he is informed in question.

For such variations, reference will be made to the exchange rates and prices in force on the date of publication of the programme, as indicated in the technical data sheet of the catalogue, or on the date indicated in any updates published on the websites.

- In any case, the price may not be increased during the 20 days prior to departure and the revision may not exceed 8% of the price in its original amount.

- In the event of a reduction in the price, the organizer has the right to deduct the administrative and management costs of the actual practices from the reimbursement due to the traveller, of which he is required to provide proof of the request of the traveler. The price is composed of:

- (a) registration fee or practical management fee;
 - (b) participation fee: expressed in the catalogue or in the quotation of the package provided to the intermediary or traveler;
 - (c) cost of any insurance policies against cancellation risks and medical expenses or other services required;
 - (d) cost of any visas and taxes for entry and exit from the countries of destination of the holiday.
- e) airport and port charges and taxes.

9. MODIFICATION OR CANCELLATION OF THE TOURIST PACKAGE BEFORE DEPARTURE

The Tour Operator reserves the right to unilaterally modify the conditions of the contract, other than the price, if the modification is of little importance. The communication is made clearly and precisely through a durable medium, such as e-mail.

1. If, before departure, the organizer needs to make a significant change to one or more of the main features of the tourist services referred to in Article 34(1)(a), or cannot meet the specific requests made by the traveller and already accepted by the organizer, or proposes to increase the price of the package by more than 8%, the traveller may accept the proposed change or withdraw from the contract without paying cancellation costs.
2. If the traveler does not accept the proposed change referred to in paragraph 2, exercising the right of withdrawal, the organizer may offer the traveler a replacement package of equivalent or higher quality.
3. The organizer shall inform the traveler clearly and precisely by e-mail, without undue delay, of the proposed changes referred to in paragraph 2 and their impact on the price of the package in accordance with paragraph 6.
4. The traveler shall notify the organizer or the mediator of his choice within two working days of receiving the notice referred to in point 1. In the absence of communication within the aforementioned deadline, the proposal made by the organizer is deemed to have been accepted.
5. If the changes to the contract of sale of the tourist package or the replacement package referred to in paragraph 2 result in a package of lower quality or cost, the traveler has the right to an appropriate reduction in the price.
6. In case of withdrawal from the contract of sale of the tourist package in accordance with paragraph 2, and if the traveler does not accept a replacement package, the organizer will refund without undue delay and in any case within 14 days of withdrawal from the contract all payments made by him on behalf of the traveler and is entitled to compensation for non-performance of the contract, except in the cases indicated below:
 - A. There is no compensation for the cancellation of the package when the cancellation of the same depends on the failure to reach the minimum number of participants, if any;
 - B. There is no compensation for the cancellation of the package when the organizer proves that the lack of conformity is due to force majeure and fortuitous cases;
 - C. There is also no compensation for cancellation of the package when the organizer proves that the lack of conformity is attributable to the traveler or a third party unrelated to the provision of tourist services included in the package contract and is unpredictable or inevitable.
7. For cancellations other than those referred to in paragraph 7 letters a), b) and c), the organizer who cancels, will return to the traveler a sum equal to twice the amount paid by him and actually collected by the organizer, through the travel agent.
8. The amount to be refunded shall never be greater than twice the amounts for which the traveller would be liable on the same date in accordance with the provisions of Article 10(3) if he were to cancel.

10. TRAVELLER'S WITHDRAWAL

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

- increase in price by more than 8%;
- significant modification of one or more elements of the contract objectively configurable as fundamental for the use of the tourist package as a whole considered and proposed by the organizer after the conclusion of the contract but before departure and not accepted by the traveler;
- cannot satisfy the specific requests made by the traveler and already accepted by the Organizer.

In the cases mentioned above, the traveler can:

- accept the alternative proposal if formulated by the organizer;
- request the refund of sums already paid. This refund must be made within the legal deadline indicated in the previous article.

1. In the event of unavoidable and extraordinary circumstances occurring at the place of destination or in its immediate vicinity which have a substantial impact on the execution of the package or on the transport to the destination, the traveller has the right to withdraw from the contract, before the beginning of the package, without paying withdrawal costs, and to full reimbursement of payments made for the package, but has no right to additional compensation.

2. If the traveller withdraws from the contract before departure for any reason, including unavoidable and unexpected, outside the hypotheses listed in the first paragraph, or those provided for in art. 9, paragraph 2, will be charged - regardless of the payment of the deposit referred to in Article 7, paragraph 1 - the individual cost of practical management and the consideration of insurance cover already required at the time of the conclusion of the contract or for other services already rendered, the penalty in the amount indicated below, except for any more restrictive conditions - linked to periods of high season or full occupancy of the facilities - which will be communicated to the traveler in the estimate phase and therefore before the conclusion of the contract. The inability to take advantage of the holiday not attributable to the traveler does not entitle to withdrawal without penalties, provided by law only for the objective circumstances found at the destination of the holiday referred to in paragraph 2 or for the cases referred to in paragraph 1, it is possible to ensure the economic risk associated with the cancellation of the contract, with the stipulation of a special insurance policy, where not provided for in compulsory form by the organizer.

1. In the case of pre-established groups, the penalties for withdrawal will be subject to specific agreement from time to time at the signing of the contract.

2. The above mentioned penalty percentage does not apply to journeys that include the use of scheduled flights with special fares. In these cases, the conditions relating to cancellation penalties are derogated and much more restrictive and are previously indicated during the quotation phase of the travel package.

3. The organizer may withdraw from the tourist package contract and offer the traveller a full refund of the payments made for the package, but is not obliged to pay additional compensation if:

- the number of persons registered in the package is less than the minimum number stipulated in the contract and the organizer shall inform the traveller of the withdrawal from the contract within the period stipulated in the contract and in any case no later than 20 days before the start of the package in the case of journeys lasting more than six days, seven days before the start of the package in the case of journeys lasting between two and six days, forty-eight hours before the start of the package in the case of journeys lasting less than two days;
- the organizer is unable to perform the contract due to unavoidable and extraordinary circumstances and informs the traveller of the withdrawal without undue delay before the start of the package.

4. The organizer will proceed with all reimbursements prescribed in accordance with paragraphs 2 and 6 without undue delay and in any case within 14 days of withdrawal. In the above cases, the functionally connected contracts with third parties will be terminated.

5. In the case of negotiations away from business premises, the traveler has the right to withdraw from the package holiday contract within five days from the date of conclusion of the contract or from the date on which he receives the contractual conditions and preliminary information if later, without penalty and without giving any reason. In the case of offers with significantly lower tariffs than the current offers, the right of withdrawal is excluded. In the latter case, the organization shall document the change in price, adequately highlighting the exclusion of the right of withdrawal.

11. 11. RESPONSIBILITY OF THE ORGANISER FOR INCORRECT EXECUTION AND IMPOSSIBILITY DURING EXECUTION - OBLIGATIONS OF THE TRAVELLER - TIMELINESS OF THE PROTEST

The organiser is responsible for the execution of the tourist services provided for in the tourist package sales contract, irrespective of whether these tourist services are to be provided by the organiser himself, by his auxiliaries or agents when acting in the performance of their duties, by third parties whose work he uses or by other tourist service providers within the meaning of Article 1228 of the Civil Code.

1. The traveller, in compliance with the obligations of correctness and good faith under Articles 1175 and 1375 of the Civil Code, informs the organiser, directly or through the seller, promptly, taking into account the circumstances of the case, of any lack of conformity found during the performance of a tourist service under the contract of sale of tourist package.

2. If one of the tourist services is not performed as agreed in the contract of sale of the tourist package, the organiser puts back the average lack of conformity, unless this is impossible or excessively expensive, taking into account the extent of the lack of conformity and the value of tourist services affected by the defect. If the organiser does not remedy the defect, the traveller is entitled to a price reduction and to compensation for the damage he has suffered as a result of the lack of conformity, unless the organiser proves that the lack of conformity is attributable to the traveller or to a third party who is involved in the provision of tourist services or is unavoidable or unforeseeable in nature or is due to extraordinary and unavoidable circumstances.

3. With the exception of the above exceptions, if the organiser does not remedy the lack of conformity within a reasonable period fixed by the traveller with the complaint made pursuant to paragraph 2, he may remedy the defect himself and request reimbursement of the necessary, reasonable and documented costs; if the organiser refuses to remedy the lack of conformity or if it is necessary to start immediately, the traveller need not specify a deadline. If a lack of conformity constitutes a claim of imminent and serious damage and the organiser has not remedied it with the timely complaint made by the traveller, in relation to the duration and characteristics of the package, the traveller may terminate the contract with immediate effect, or request - if necessary - a reduction in the price, without prejudice to any compensation for damages.

If, after departure, the Organiser is unable to provide, for any reason other than the traveller's own, an essential part of the services provided for in the contract, it must either provide suitable alternative solutions for the continuation of the planned trip without incurring any kind of charge to the traveller, or reimburse the latter within the limits of the difference between the services originally provided and the cost of the pre-returned services and the traveller may only reject the alternative solutions proposed if they are not comparable with what was agreed in the contract or if the reduction in the price granted is inadequate. If no alternative solution is possible, i.e. the solution provided by the organiser is refused by the traveller because it does not compare with what is agreed in the contract or because the price reduction granted is inadequate, the organiser shall provide, without any surcharge, a means of transport equivalent to the original means of transport provided for the return to the place of departure or to any other place agreed upon, subject to the availability of means and places, and shall refund it to the extent of the difference between the cost of the pre-returned services and that of the services provided up to the time of early return.

12. SUBSTITUTION AND PRACTICAL VARIATION

1. The traveller, upon prior notice given to the organizer on a durable medium no later than seven days before the start of the package, may assign the contract of sale of the package to a person who meets all the conditions for the use of the service.

2. The transferor and the transferee of the tourist package sales contract shall be jointly and severally liable for the payment of the balance of the price and any additional duties, taxes and other costs, including any administrative and handling costs, and for the payment of the price of the transfer.

3. The organiser shall inform the transferor of the actual costs of the transfer, which shall not exceed the actual costs incurred by the organiser as a result of the transfer of the tourist package sales contract and provides the supplier with evidence of any additional duties, taxes or other costs resulting from the assignment of the contract.

13. TRAVELLERS' OBLIGATIONS

1. Without prejudice to the obligation to promptly notify the lack of conformity, as provided for in Article 11(2), travellers must comply with the following obligations:

2. For the regulations relating to the expatriation of minors, please refer expressly to the information provided on the website of the State Police. It should be noted, however, that minors must have a valid personal document for travel abroad or passport or, for EU countries, also identify card valid for expatriation. With regard to the exit from the country of children under 14 years of age and for those for whom an Authorization issued by the Judicial Authority is required, the prescriptions indicated on the website of the State Police <http://www.poliziadistato.it/articolo/191/>, must be followed.

3. Foreign citizens must find the corresponding information through their diplomatic representations in Italy and / or the respective official government information channels.

3.1. Before departure, travellers will ensure that they are updated by the competent authorities for Italian citizens, the local police headquarters or the Ministry of Foreign Affairs through the website www.viaggiare Sicuri.it or the Operations Centre Telephone number 06.491115) and adapt before travel. In the absence of such verification, no responsibility for the non-departure of one or more travellers can be attributed to the intermediary or to the organiser.

4. Travellers must in any case inform the intermediary and the organiser of their nationality at the time of the request for a tourist package or service booking and, at the time of departure, they must make sure that they are definitely in possession of vaccination certificates, individual passports and any other document valid for all countries affected by the itinerary, as well as residence visas, transit visas and health certificates that may be required.

5. In addition, in order to assess the social, political and health security situation and any other useful information regarding the countries of destination and, therefore, the objective usability of the services purchased or to be purchased, the traveller will have the burden of taking on the official information of a general nature at the Ministry of Foreign Affairs, and disseminated through the institutional website of the Farnesina www.viaggiare Sicuri.it. The above information is not contained in the T.O. catalogues.

6. - on line or on paper - since they contain descriptive information of a general nature as indicated in art.34 of the Turi code - and not information that changes in time. The same therefore must be taken care of by the travellers.

6.1f, at the time of booking, the destination chosen is, according to the institutional information channels, a place subject to "warning" 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 disappearance of the contractual cause connected with the security conditions of the country.

7. Travellers must also comply with the rules of normal prudence and diligence and the specific rules in force in the country of destination of the trip, all the information provided to them by the or- ganizer, as well as the regulations, administrative or legislative provisions relating to the tourist package. Travellers will be called to account for all damages that the organiser and/ or the intermediary may suffer also due to failure to comply with the above obligations, including the costs necessary for their repatriation.

8. 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 latter's right of subrogation against third parties responsible for the damage and is liable towards the organiser for the prejudice caused to the right of subrogation.

9. The traveller will also communicate in writing to the organizer, at the time of the proposal to buy and send tourist packages and finally before sending, the confirmation of booking of services by the organizer, the special personal requests that may be subject to specific agreements on the sea travel arrangements, provided that it is possible to implement and in any case subject to specific agreement between the traveler and the organizer (see art. 6, paragraph 1 letter. h).

14. HOTEL CLASSIFICATION

The official classification of hotel facilities will be provided in the catalogue or in other information material only on the basis of the express and formal indications of the competent authorities of the country in which the service is provided. In the absence of official classifications recognized by the competent Public Authorities of the EU Member States to which the service refers, or in the case of structures marketed as "Holiday Village", the organizer reserves the right to provide in the catalog or brochure its own description of the accommodation, such as to allow an assessment and subsequent acceptance thereof by the traveler.

15. LIABILITY REGIME

The organiser shall be liable for any damage caused to the traveller as a result of total or partial non-performance of the contractual services due, whether the same are carried out by him personally or by third party service providers, unless he proves that the event was caused by the traveller's actions (including independent initiatives taken by the latter during the execution of the tourist services) or by the fact of a third party of an unforeseeable or inevitable nature, by circumstances unrelated to the provision of the services provided for in the contract, by chance, by force majeure, or by circumstances that the organiser himself could not, according to professional diligence, reasonably foresee or resolve. The intermediary with whom the tourist package has been booked is not responsible for the obligations relating to the organisation and execution of the trip, but is exclusively responsible for the obligations arising from his capacity as intermediary and for the execution of the mandate given by the traveller, for as specifically provided for in art. 30 of the Tourism Code including the guarantee obligations under art. 47.

16. LIMITS OF THE REIMBURSEMENT

The compensation referred to in Articles 43 and 46 of the Tourism Code and the relevant limitation periods are governed by the provisions of the same and in any case within the limits established by the International Conventions governing the services covered by the tourist package and by Articles 1783 and 1784 of the Civil Code, with the exception of damages to the person not subject to a pre-established limit.

a. The right to a reduction in the price or compensation for damages due to changes in the contract of sale of the tourist package or the replacement package is limited to two years from the date of the return of the traveller to the place of departure.

b. The right to compensation for personal injury is limited to three years from the date of the passenger's return to the place of departure or the longer period for compensation for personal injury to people from dispositions that regulates the services comprehended into the package.

17. POSSIBILITY OF CONTACTING THE ORGANISER THROUGH THE SALES AGENT

1. The traveller can send messages, requests or complaints regarding the execution of the package directly to the seller through whom he purchased it, who, in turn, forwards them promptly to the or- ganizer.

2. For the purposes of compliance with the statute of limitations, the date on which the seller receives the messages, requests or complaints referred to in the pre-transfer paragraph shall also be considered the date of receipt for the organizer.

18. OBLIGATION TO PROVIDE ASSISTANCE

The organiser shall provide appropriate assistance without delay to travellers in distress even in the circumstances referred to in Article 42(7), in particular by providing appropriate information concerning medical services, local authorities and consular assistance, and by assisting travellers in making long distance communications and helping them to find alternative tourist services. The organiser may demand payment of a reasonable cost for such assistance where the problem is caused intentionally by the traveller or through his fault, within the limits of the costs actually incurred.

19. INSURANCE AGAINST CANCELLATION AND REPATRIATION COSTS

If not expressly included in the price, it is possible and advisable to take out special insurance policies at the time of booking at the offices of the organizer or the seller against the costs of cancellation of the package, accidents and illnesses which also cover the costs of repatriation and loss of luggage to luggage.

The rights arising from the insurance contracts must be exercised by the traveller directly against the insurance companies, under the conditions and in the manner provided in the policies themselves, as set out in the conditions of the policy published in the catalogs or displayed in the brochures made available to the Travellers at the time of departure.

20. ALTERNATIVE MEANS OF DISPUTE RESOLUTION

Pursuant to and for the purposes of art. 67 of the Tourism Code, the organiser may propose to the traveller - in the catalogue, on the documentation, on the website or in other forms - alternative ways of resolving any disputes that have arisen.

In this context, the organiser will indicate the type of alternative resolution proposed and the effects of such acceptance.

1. The traveller may send messages, requests or complaints regarding the execution of the package directly to the seller through whom he purchased it, which, in turn, forwards them promptly to the or- ganizer.

2. For the purposes of compliance with the statute of limitations, the date on which the seller receives messages, requests or complaints referred to in the pre-transfer paragraph, is considered the date of receipt for the organizer.

21. GUARANTEES TO THE TRAVELLER-ASTOI FUND FOR PROTECTION OF TRAVELLERS (art. 47 of the Tur. Code)

Organized tourism contracts are backed by appropriate guarantees provided by the Organizer and the intermediary travel agent who, for travel abroad and travel within a single country guarantee, in cases of insolvency or bankruptcy of the intermediary or the organizer, the reimbursement of the price paid for the purchase of the package and the immediate return of the traveller.

The identification details of the legal entity which, on behalf of the organizer, is required to provide the guarantee are indicated in the organizer's catalogue and website and may also be indicated in the booking confirmation of the services requested by the traveller.

The procedures for accessing the guarantee and the terms for filing a claim for reimbursement of sums paid are indicated on the website of the "Fondo ASTOI a Tutela dei Viaggiatori", at the address www.fon- doastoi.it, as a legal entity to which TH Resorts adheres. In order to avoid forfeiture, we recommend that you keep in mind the deadlines for submission of applications. It is understood that the expiry of the period due to the impossibility of filing the application and not to the inertia of the traveler, allows the remission within the same period.

The web address of the "ASTOI Traveller Protection Fund" is also given on the websites, in the catalogues and in the documents relating to the package purchase contract.

22. OPERATIONAL CHANGES

In consideration of the long advance with which the catalogues are published, which contain information on how to use the services, it should be noted that the schedules and routes of the flights indicated in the acceptance of the proposal to purchase and sell services may be subject to change as they are subject to subsequent validation. To this end, the traveller must request confirmation of the services from his Agency before departure. The organizer will inform passengers about the identity of the actual carrier in the time and in the manner provided for in Article 11 of EC Reg. 2111/2005. (referred to in Article 5).

ADDITIONAL GENERAL CONDITIONS OF CONTRACT FOR THE SALE OF INDIVIDUAL TOURIST SERVICES

A) REGULATORY PROVISIONS

Contracts which have as their object the offer of only the transport service, of only the stay service, or of any other separate tourist service, cannot be considered as a case of negotiation of travel organization or tourist package, do not enjoy the protections provided for in favor of travelers by European Directive 2015/2302.

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

B) PRIVACY POLICY

We inform travellers that their personal data, which is necessary to allow the conclusion and execution of the travel contract, will be processed in manual and/ or electronic form in compliance with current legislation. Any refusal will result in the impossibility of completion and consequent execution of the contract. The exercise of the rights provided for by current legislation - by way of example: the right to request access to personal data, the rectification or erasure of the same or the limitation of the processing that concerns him or to oppose their processing, in addition to the right to portability of data, the right to make a complaint to a supervisory authority - may be exercised against the holder of the treatment.

For further information on data processing by the organizer, please refer to the specific section of the website www.th-resorts.com, containing the Privacy Policy.

TECHNICAL DOCUMENT INTEGRATIVE PAYMENT CONDITIONS (art.7)

Reservations must be accompanied by the "individual practical management fee (non-refundable) and the 25% of the participation fee.

The balance must be paid no later than 30 days before the date of departure. All bookings made in the 30 days preceding the date of departure must be completely settled paying the full amount of the participation fee, together with the "individual management practice" fee, at the time of booking.

PRICE (art. 8)

Prices and relative variations during the validity, reported in the catalogue or in the successive variations of the price list, are always expressed in Euro. Scheduled flights: in case of immediate emission of the flight ticket, the amount charged includes the adjustments made by the airline until the date of issue and excludes the applicability of any further adjustments subsequent to the date of issue of the ticket. In case of delayed issue of the flight ticket with respect to the date of conclusion of the travel contract, the price of the ticket will be subject to the fuel/exchange adjustments made by the airline; the consumer will be required to pay the amount resulting from any adjustment of the price of the ticket made by the airline and communicated by the organizer to the travel agency chosen by the consumer. In the event of a change in the purchase price of the package of more than 10%, the consumer will be entitled to withdraw from the contract without paying any penalty. Administrative costs of revision/variation of practice for adaptation: up to a maximum of 40 € per procedure.

TOURIST WITHDRAWAL (art.10)

Tourists who withdraw from the contract before departure, outside of the cases listed in the first paragraph of Article 10 of the General Conditions, will be charged the following cancellation penalties:

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

Changes and cancellations of scheduled flights and ferries are subject to penalties provided by the airlines and shipping companies depending on the rate applied and may be different from those set out in this art. 10 of the data sheet. For scheduled flights, in addition to the penalties indicated herein, those applied by the air carrier will also be applied. In the case of pre-established groups, the above penalties will be agreed from time to time at the signing of the contract.

TRAVELLERS' POLICY

The traveller has the possibility to stipulate at the time of booking a comprehensive insurance policy for travel and payment of any cancellation fees provided in case of withdrawal.

OPTIONAL EXCURSIONS

Excursions available in the different locations and described in this catalogue may be substantially modified depending on local organizers. In any case, if purchased by travelers during their stay, they are not considered as part of the travel package sold.

The assistants you will find on site will assist you in booking and purchasing the excursions that you intend to do, but the Agency is never responsible for the execution of services or excursions that are not organized or sold by the same. Therefore, in case of problems inherent the execution of the service, we recommend to make claims or demands for compensation promptly and directly on the spot to the organizer. We suggest you to direct your choice exclusively towards operators with the authorizations required by local laws; abusive operators may have lower rates but the risk of inefficiency, default and / or accidents of various kinds is extremely high.

COMPULSORY COMMUNICATION PURSUANT TO ARTICLE 17 OF LAW NO. 38/2006.

Italian law punishes with imprisonment crimes concerning prostitution and child pornography, even if committed abroad.

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For the constantly updated version of the price list and the general conditions of sale, please consult the website: www.TH-resorts.com

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