

## **GENERAL CONDITIONS CONTRACT FOR SALE OF TOURIST PACKAGES CONTENT OF THE SALE CONTRACT FOR THE TOURIST PACKAGE**

They 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 catalog, or in the separate travel program, as well as the

confirmation of booking the services requested by the tourist / traveler. It is sent by the tour operator to the travel agency, as agent of the Tourist and the latter will have the right to receive it from the same. In

subscribe to the proposal for the purchase and sale of a tourist package, the tourist / traveler must bear in mind that it gives by bed and accepted, for himself and for the subjects for whom he requests the all-inclusive service, both the

the travel contract as described therein, both the warnings contained therein and the present general conditions.

### **1. LEGISLATIVE SOURCES**

The sale of tourist packages, which have as their object services to be provided in both national and international territory, is regulated - until its repeal pursuant to art. 3 of Legislative Decree no. 79 of May 23, 2011 (the

"Code of Tourism") - from Law 12/27/1977 n ° 1084 ratification and execution of the International Convention relating to the travel contract (CCV), signed in Brussels on 23.4.1970 - as applicable - as well as

Tourism Code (articles 32-51) and its subsequent amendments and the provisions of the Civil Code on transport and mandate, as applicable.

### **2. ADMINISTRATIVE RULES**

The organizer and the intermediary of the tourist package, to which the tourist is addressed, must be authorized to carry out the respective activities according to current legislation, including regional legislation, given the specific competence.

Before the conclusion of the contract, the Organizer and the intermediary make known to the third parties the details of the insurance policy for the coverage of risks deriving from professional civil liability, as well as the details

other guarantee policies to travelers for the coverage of events that could affect the execution of the holiday, such as cancellation of travel, coverage of medical expenses, early return, loss or damage to baggage, as well as the details of the guarantee against the risks of insolvency or bankruptcy of the organizer and of the intermediary, each for their own responsibility, for the purpose of returning the

sums paid or the return of the tourist to the place of departure. Pursuant to art. 18, paragraph VI, of the Code Tur., The use in the reason or company name of the words "travel agency", "tourism agency", "tour

operator ", " travel mediator "or other words and phrases, even in a foreign language, of a similar nature, is allowed only to the authorized companies referred to in the first paragraph.

### **3. DEFINITIONS**

For the purposes of this contract we intend to:

a) travel organizer: the subject who undertakes in his own name and towards a lump sum payment, to procure tour packages for third parties, realizing the combination of the elements referred to in the following art. 4 or offering to the

tourist, also through a distance communication system, the possibility of autonomously realizing and buying such a combination;

b) intermediary: the subject who, even if not professionally and non-profit, sells or undertakes to provide tourism packages made pursuant to the following art. 4 towards a lump sum payment;

c) tourist: the buyer, the transferee of a tourist package or any person to be named, provided that he fulfills all the conditions required for the use of the service, on behalf of which the principal contractor

undertakes to purchase a tourist package without remuneration.

#### **4. CONCEPT OF TOURIST PACKAGE**

The notion of a tourist package is as follows:

"The package deals with travel, holidays, circuits" all inclusive ", tourist cruises, resulting from the combination, by anyone and in any way realized, of at least two of the elements of followed, sold or offered for sale at a lump-sum price: a) transport; b) accommodation; c) tourist services not ancillary to transportation or accommodation as per art. 36 which constitute for the satisfaction of the needs

recreational activities, a significant part of the "tourist package" (Article 34 of the Turkish Code).

The tourist has the right to receive a copy of the tourist package sale contract (drawn up pursuant to and in accordance with the provisions of article 35 of the Italian Civil Code).

Rd.). The contract is a title for access to the guarantee fund referred to in the following art. 21.

#### **5. INFORMATION TO THE TOURIST - TECHNICAL SHEET**

1. Before the start of the trip, the organizer and the intermediary shall communicate to the tourist the following information:

a) times, intermediate stops and connections;

b) information on the identity of the operating air carrier, if not known at the time of booking, right provision art.11 Reg. Ce 2111 \ 05 (Article 11, paragraph 2 Reg. Ce 2111/05: "If the identity of the effective air carrier or

of actual air carriers is not yet known at the time of booking, the air transport contractor shall ensure that the passenger is informed of the name of the air carrier or air carriers that will operate as actual air carriers for the flight or flights concerned. In that case, the air transport contractor will ensure that the passenger is informed of the identity of the actual carrier or air carriers as soon as their identity is

been ascertained and their possible operating ban in the European Union ".

2. The organizer shall prepare a technical sheet in the catalog or in the off-catalog program - also on electronic or telematic support. It contains the technical information concerning the obligations of law to which the Tour Operator is subject, such as by way of example:

- details of the administrative authorization or SCIA of the organizer;

- details of the guarantees for travelers pursuant to art. 50 Cod. Tur.

- details of the civil liability insurance policy;

- period of validity of the catalog or of the off-catalog program;

- parameters and criteria for adjusting the price of the trip (Article 40 of the Turkish Code).

#### **6. PURCHASE PROPOSAL - BOOKINGS**

The proposal for the purchase and sale of a tourist package must be drawn up on a specific contract form, if electronic, completed in its entirety and signed by the client, who will receive a copy.

acceptance

of the proposal to purchase and sell the tourist package, it is intended to be finalized, with the consequent conclusion of the contract, only when the organizer will send confirmation, even by means of a system

telematic, to the tourist at the intermediary travel agency, who will take care of the delivery to the tourist himself. The indications relating to the tourist package not contained in the contractual documents, in the pamphlets or in

other means of written communication, will be provided by the organizer, in regular fulfillment of the obligations provided for by art. 37 comma 2 Cod. Tur., Before the beginning of the trip. Special requests on

modalities of provision and / or execution of certain services forming part of the tourism package, including the need for airport assistance for people with reduced mobility, the request for special meals on board or in the place of stay, must be advanced during the booking request and be subject to specific agreement between Tourist and Organizer, through the agency travel agent. Pursuant to art. 32, comma 2, Cod. Tur., it is communicated that in the contracts concluded at distance or outside the business premises (as defined by Article 45 of Legislative Decree 206/2005), the right of withdrawal pursuant to art. 47 1st paragraph lett. g.

## **7. PAYMENTS**

1. When signing the purchase offer for the tourist package, it must be paid:
  - a) the registration fee or practical management (see Article 8);
  - b) deposit not exceeding 25% of the price of the package published in the catalog or in the quotation of the package provided by the Organizer. This amount is paid as a deposit and in advance price account. In the period of validity of the purchase offer and therefore before any confirmation of booking which constitutes the completion of the contract, the effects of art.1385 of the Civil Code do not produce if the withdrawal depends on fact not attributable. The balance must be paid within the deadline set by the Tour Operator in its catalog or in the booking confirmation of the service \ tourist package required;
2. For bookings after the date indicated as the deadline for making the balance, the entire amount must be paid at the time of signing the purchase offer;
3. Failure to pay the sums referred to above, on the agreed dates, as well as the non-return to the Tour Operator of the amounts paid by the Tourist to the intermediary and stop any warranty actions pursuant to art. 50 Legislative Decree 79/2011 with regard to the latter, constitutes an express termination clause such as to determine the termination of the right to be processed by simple written communication, by fax or e-mail, at the Agency intermediary, or at the domicile also electronic, where communicated, of the tourist. The balance of the price is considered to have taken place when the sums reach the organizer directly from the tourist or through intermediary from the same chosen tourist.

## **8. PRICE**

The price of the tourist package is determined in the contract, with reference to what is indicated in the catalog, or out-of-catalog program and to any updates of the catalogs or programs outside the catalog subsequently intervened, or on the Operator's website.

It can only be changed as a result of changes in:

- transport costs, including the cost of fuel;
- fees and charges relating to air transport, landing rights, disembarkation or embarkation in ports and airports;
- exchange rates applied to the package in question.

For these variations, reference will be made to the exchange rates and prices in force at the date of publication of the program, as shown in the technical sheet of the catalog, or on the date reported in any updates published on the websites.

In any case the price can not be increased in the 20 days preceding the departure and the revision can not be higher than 10% of the price in its original amount.

The price consists of:

- a) registration fee or practical management fee;
- b) participation fee: expressed in the catalog or in the quotation of the package provided to the intermediary or to the tourist;

- c) cost any insurance policies against the risks of cancellation and / or medical expenses or other services required;
- d) costs for any visas and fees for entry and exit from the destination half of the holiday;
- e) airport and / or port charges and taxes.

## **9. MODIFICATION OR CANCELLATION OF THE TOURIST PACKAGE BEFORE DEPARTURE**

1. Before departure, the organizer who needs to change significantly one or more elements of the contract, immediately informs the tourist in writing, either directly or through his intermediary, indicating the type of modification and the change in the price that follows.
2. If the tourist does not accept the modification proposal referred to in paragraph 1, he / she can withdraw without paying penalties and has the right to take advantage of another tourist package where the Tour Operator is able to offer it, or it is reimbursed, within the terms of the law, the sum of money already paid including the share of practical management.
3. The tourist communicates his / her choice to the organizer or to the intermediary within two working days from the moment in which he / she received the notice indicated in paragraph 1. In the absence of communication within the aforementioned term, the proposal formulated by the organizer is considered accepted.
4. If the Organizer cancels the tourist package before departure for any reason, except for the fault of the traveler, he will reimburse to the latter, in accordance with the law, the amount paid for the purchase of the package tourist and has the right to be compensated for the non-execution of the contract, except in the cases indicated below.
5. No compensation is provided for the cancellation of the tourist package when the cancellation of the same depends on the failure to reach the minimum number of participants requested, or due to force majeure and fortuitous circumstances.
6. For cancellations other than those caused by accident, force majeure and failure to reach the minimum number of participants, as well as for those other than the non-acceptance by the tourist of the alternative tourist package offered, the organizer that cancels, will return to the tourist a sum equal to twice the amount paid and actually collected by the organizer, through the travel agent.
7. The sum object of the refund will never be more than twice the amount of which the tourist would be on the same date debtor according to the provisions of art. 10, second paragraph if he were to cancel.

## **10. WITHDRAWAL OF THE TOURIST**

1. The tourist can also withdraw from the contract without paying penalties in the following cases:
  - price increase exceeding 10%;
  - significant modification of one or more elements of the contract that are objectively configurable as fundamental for the purpose of using the package as a whole considered and proposed by the organizer after the conclusion of the contract itself but before departure and not accepted by the tourist.In the cases mentioned above, the tourist alternately has the right:
  - to take advantage of an alternative tourist package, of equivalent or superior quality if the organizer can propose it to him. If the all-inclusive service is of inferior quality, the organizer must reimburse to consumer the price difference;
  - the repayment of the sums already paid. This refund must be made in accordance with the law.
2. To the tourist who withdraws from the contract before departure outside the hypotheses listed in the first paragraph, or those provided for by art. 9, paragraph 2, will be debited - regardless of the payment of the deposit of

in art. 7 paragraph 1 - the individual cost of practical management, the penalty to the extent indicated in the catalog or Program out of the box or tailor-made travel, any payment for insurance coverage already requested at the time of conclusion of the contract or for other services already rendered.

3. In the case of pre-established groups, these sums will be agreed from time to time upon signing the contract.

4. From the above, trips that include the use of scheduled flights with special fares are excluded. In these cases the conditions relating to cancellation penalties are deregulated and much more restrictive.

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## **11. CHANGES AFTER THE DEPARTURE**

If after the departure the Organizer is unable to provide an essential part of the services provided for in the contract, for any reason other than for the tourist's own purpose, he / she will have to prepare adequate

alternative solutions for the continuation of the planned journey, not involving any kind of charge for the tourist, or to reimburse the latter within the limits of the difference between the services originally

planned and those carried out. If no alternative solution is possible, ie the solution prepared by the organizer is refused by the tourist for proven and justified reasons, the organizer will provide without a surcharge, a means of transport equivalent to the original one provided for the return to the place of departure or to the different place agreed upon, compatible with the availability of vehicles and places, and

it will reimburse it to the extent of the difference between the cost of the services provided and that of the services provided up to the time of early return.

## **12. SUBSTITUTIONS AND PRACTICAL VARIATION**

12.1 The tourist can have another person substitute himself always that:

a) the organizer is informed in writing at least 4 working days before the date set for departure, simultaneously receiving communication about the reasons for the replacement and the generality of the transferee;

b) the transferee satisfies all the conditions for the use of the service (pursuant to Article 39 of the Italian Civil Code) and in particular the requirements relating to the passport, visas and health certificates;

c) the same services or other services in substitution can be provided following the replacement;

d) the substitute reimburses to the organizer all the additional expenses incurred to proceed with the substitution, to the extent that will be quantified before the transfer.

The transferor and the transferee are jointly responsible for the payment of the balance of the price as well as the amounts referred to in letter d) of this article.

It is understood that, pursuant to art. 944 of the Navigation Code, replacement will be possible only with the consent of the carrier.

12.2 In any case, the Tourist who requests the variation of an element relating to a practice already confirmed and provided that the request does not constitute a contract novation and always that it is possible to implement it,

will correspond to the Tour Operator in addition to the costs resulting from the modification, a fixed flat-rate cost.

## **13. OBLIGATIONS OF TOURISTS**

1. During the negotiations and in any case before the conclusion of the contract, Italian citizens are provided with general information in writing - updated at the date of printing of the catalog - concerning the

health obligations and the documentation necessary for expatriation.

2. For the rules regarding the expatriation of minors, please refer to what is indicated on the site of the State Police. It is however specified that minors must hold a valid personal document for expatriation or passport, or for EU countries, even identity card valid for expatriation. Regarding the expatriation of children under 14 and the expatriation of minors for whom authorization is required issued by

Judicial Authorities, the prescriptions indicated on the site of the State Police will be followed <http://www.poliziadistato.it/articolo/191/>.

3. Foreign nationals must obtain the corresponding information through their diplomatic representations present in Italy and / or the respective official government information channels. In any case tourists will provide,

before departure, to check the update with the competent authorities (for Italian citizens the local police headquarters or the Ministry of Foreign Affairs through the website [www.viaggiare Sicuri.it](http://www.viaggiare Sicuri.it) or the Central

Operative Telephone at 06.491115) adapting it before the trip. In the absence of such verification, no responsibility for the missed departure of one or more tourists may be imputed to the intermediary or organizer.

4. Tourists must in any case inform the intermediary and the organizer of their citizenship at the time of booking request for the tourist package or tourist service and, at the time of departure they must definitively check that they are in possession of the vaccination certificates, the individual passport and any other document valid for all countries affected by the itinerary, as well as residence, transit and health certificates that may have been requested.

5. In addition, in order to evaluate the situation of socio-political security, health and any other useful information concerning the destination countries and, therefore, the objective usability of the services purchased or to be purchased by tourists will have the burden of taking on the official general information at the Ministry of Foreign Affairs, and disseminated through the Farnesina institutional website [www.viaggiare Sicuri.it](http://www.viaggiare Sicuri.it).

The information above is not contained in the TO - online or paper catalogs - since they contain general descriptive information as indicated in art. 38 of the Tourism Code and not temporally changing information. The same must therefore be assumed by the Tourists.

6. If on the booking date the chosen destination is, from the institutional information channels, a place not recommended for security reasons, the traveler who subsequently had to exercise the right of withdrawal

may invoke, for the purposes of exemption or reduction of the request for compensation for the termination made, the loss of the contractual cause related to the security conditions of the country.

7. Tourists must also comply with the rules of normal care and diligence and with the specific rules in force in the destination countries of the trip, with all the information provided to them by the organizer,

as well as regulations, administrative or legislative provisions relating to the tourism package.

Tourists will be called to answer for all the damages that the organizer and / or the intermediary must suffer also due to

failure to comply with the aforementioned obligations, including the expenses necessary for their repatriation.

8. The tourist is required to provide the organizer with all documents, information and elements in its possession useful for the exercise of the right of subrogation of the latter against third parties responsible for the damage and is

responsible to the organizer for the damage caused to the right of subrogation.

9. The tourist will also communicate in writing to the organizer, at the time of the proposal to buy and sell the tourist package and then before sending the booking confirmation of the services by the organizer, the

particular personal requests that may be the subject of specific agreements on the travel arrangements, provided that it is possible to implement them.

#### **14. HOTEL CLASSIFICATION**

The official classification of the hotel facilities is provided in the catalog or in other informative material only on the basis of the express and formal indications of the competent authorities of the country where the service is provided.

disbursed. In the absence of official classifications recognized by the competent Public Authorities of the member countries of the EU to which the service refers, or in the case of structures marketed as "Tourist Village"

the organizer reserves the right to provide in the catalog or in the leaflet its own description of the accommodation, such as to allow an assessment and consequent acceptance of the same by the tourist.

#### **15. LIABILITY SYSTEM**

The organizer is liable for damages caused to the tourist due to the total or partial non-fulfillment of the contractually due services, whether they are carried out by him personally or by third parties of services, unless it proves that the event is derived from the fact of the tourist (including initiatives taken autonomously by the latter during the execution of the tourist services) or by the fact of a third party

unpredictable or unavoidable, from circumstances unrelated to the provision of the services provided for in the contract, by chance, by force majeure, or by circumstances that the organizer could not, according to the

professional diligence, reasonably foresee or solve. The intermediary where the tourist package has been booked does not under any circumstances meet the obligations relating to the organization and execution of the trip, but is solely responsible for the obligations arising from its quality as an intermediary and, in any case, within the limits foreseen for this responsibility by the regulations in force in

matter, including the warranty obligations pursuant to art. 50 and except for the exemption pursuant to art. 46 Cod. Tur.

#### **16. LIMITS OF COMPENSATION**

The compensation referred to in articles 44, 45 and 47 of the Code Tur. and the related limitation periods, are governed by the provisions contained therein and in any case within the limits established by the CCV, by the International Conventions governing the services that are the object of the tourist package as well as articles 1783 and 1784 of the Civil Code, with the exception of personal injury not subject to a fixed limit.

#### **17. OBLIGATION OF ASSISTANCE**

The organizer readily prepares any remedy useful to rescue the tourist in difficulty according to the criterion of professional diligence with exclusive reference to the obligations at their own expense as required by law or

of contract, except in any case the right to compensation for damages in the event that the inexact fulfillment of the contract is to this last imputable. The organizer and the intermediary are exempted from the respective ones

responsibility (articles 15 and 16 of these General Conditions), when the failure or incorrect execution of the contract is imputable to the tourist or is due to the fact of a third party with an unpredictable or inevitable character, or

it was caused by a fortuitous event or force majeure.

#### **18. COMPLAINTS AND COMPLAINTS**

Any failure in the execution of the contract must be challenged by the tourist during the use of the package so that the organizer, his local representative or the chaperone will promptly remedy. Otherwise the compensation for damages will be reduced or excluded pursuant to art. 1227 cc Without prejudice to the above obligation, the tourist can also make a complaint by sending a registered letter, with notice of

receipt, to the organizer or seller, no later than ten working days from the date of return to the place of departure.

### **19. INSURANCE AGAINST CANCELLATION AND REPATRIATION EXPENSES**

If not expressly included in the price, it is possible and advisable to stipulate at the time of booking at the offices of the organizer or of the seller special insurance policies against the expenses arising from the cancellation of the package, from accidents and / or diseases that also cover the costs of repatriation and for the loss and / or damage to the baggage. The rights arising from insurance contracts must be exercised

from the tourist directly to the stipulating insurance companies, under the conditions and with the modalities provided for in the same policies, as stated in the policy conditions published in the catalogs or

exposed in the brochures made available to tourists at the time of departure.

### **20. ALTERNATIVE TOOLS FOR RESOLUTION OF DISPUTES**

Pursuant to and for the purposes of art. 67 Cod. Tur. the organizer can propose to the tourist - in the catalog, on the documentation, on his website or in other forms - alternative dispute resolution procedures

arisen. In this case the organizer will indicate the type of alternative resolution proposed and the effects that such membership entails.

### **21. GUARANTEES TO THE TOURIST (Article 50 and 51 of the Civil Code).**

Organized tourism contracts are backed by appropriate guarantees provided by the Organizer and by 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 tourist package and the immediate return of the tourist. The identification details of the

legal entity that, on behalf of the Organizer, is required to provide the guarantee will be indicated in the catalog and / or on the Tour Operator's website; they can also be indicated in the booking confirmation

of services requested by the tourist / traveler.

### **22. OPERATIONAL CHANGES**

In view of the large advance with which the catalogs are published that show information on how to use the services, we inform you that the schedules and routes of the flights indicated in the acceptance

of the proposal to purchase and sell the services could be subject to variations as they are subject to subsequent validation. To this end, the tourist / traveler must request confirmation of the services to his Agency before departure.

The Organizer will inform the passengers about the identity of the actual vector in the times and with the modalities foreseen by the art.11 of the EC Regulation 2111/2005. (referred to in Article 5).

## **ADDENDUM**

### **GENERAL CONDITIONS OF CONTRACT FOR THE SALE OF INDIVIDUAL TOURIST SERVICES**

#### **A) REGULATORY PROVISIONS**

Contracts relating to the offer of only the transport service, only the service of stay, or any other separate tourist service, can not be configured as a case of negotiation organization travel or tourist package, are governed by the following provisions of the CCV: art. 1, n. 3 and n. 6; Articles. from 17 to 23; Articles. 24 to 31 (limited to parts of these provisions that do not refer to the contract

of organization) as well as other agreements specifically related to the sale of the single service object of the contract. The seller who undertakes to procure a tourist service to third parties, also by telematic means

disaggregato, is required to release to the tourist the documents related to this service, which show the amount paid for the service and can not in any way be considered travel organizer.

**B) CONTRACT CONDITIONS**

The following clauses of the general terms and conditions of sale contract for the abovementioned tourist packages are also applicable to these contracts: art. 6 paragraph 1; art. 7 paragraph 2; art. 13; art. 18. The application of these clauses

it does not absolutely determine the configuration of the related services as a case of tourist package. The terminology of the aforementioned clauses relating to the tourist package contract (organizer, travel, etc.) goes

therefore intended with reference to the corresponding figures of the contract of sale of individual tourist services (seller, stay, etc. ).

**OBLIGATORY COMMUNICATION PURSUANT TO ARTICLE 17 OF LAW No. 38/2006.**

**"Italian law punishes crimes relating to prostitution and child pornography with imprisonment, even if committed abroa**