



WWW.ORIZZONTILAKECOMO.COM

Orizzonti di P.I. (hereafter the "Holder", "Company", "we", "us", "our") is a registered company operating as a travel agent and tour operator and offering tours and travel packages (hereafter "Tours", "Travel Packages") made available by its own website www.orizzontilakecomo.com and related applications and communications from Orizzonti di P.I.. (hereafter the "Company's Website", "our Website")

This document is a legal agreement between you, the Consumer/User, and Orizzonti di P.I., the Holder company of www.orizzontilakecomo.com and regulates its use and Services offered.

- "Agreement", "Contract" refers to this document and regulates terms and conditions of this agreement, that take effect as soon as the Consumer accept it.
- "Consumer" "User", "you", "your", "Participants" and similar, refer to you, the User.
- "Services" or "Activity" or "Tour" refers to all the functions you can use on our website and all excursions, tour, travel packages and tourist services that the Company promotes and sells through www.orizzontilakecomo.com.

Holder

Orizzonti di P.I.

Via San Fermo 20 - 23867 Suello (LC)

Company Reg. Number (REA): LC-403189

VAT No. 03643420130 / C.F. PNZSL85D68E507G

Company's website: www.orizzontilakecomo.com

Contact Phone No.: +39.333.3256120

E-mail address: info@orizzontilakecomo.com

Professional Insurance RC Policy: ITALIANA - No. 2020/07/6183560

User/Consumer: The natural or legal person using the service.

Agreement/Contract

The hereafter:

- Website Terms of Use
- Booking Conditions
- General Conditions (separate file: pls check the specific link in our website footer)
- Privacy Policy (separate file: pls check the specific in our website footer)

together with any other written information we brought to your attention before and when your tour is booked and paid via our website, form the basis of our agreement and contract with you.

Please read this Agreement carefully, as it contains information concerning your legal rights and limitations on these rights, as well as a section regarding applicable law and jurisdiction of disputes.

This Agreement regulates all the Services offered by Orizzonti di P.I. and the purchase of any of these Services is also regulated by the above mentioned documents and the hereafter conditions. Users declare to have read and understood the Contract by accepting the same through the specific button before filling the contact form or booking a tour on www.orizzontilakecomo.com. You can also sign and send back the agreement to info@orizzontilakecomo.com.

Your acceptance of this Agreement provides you with a limited, temporary and non-exclusive license and permission to use the resources of the Website, as well as the opportunity to purchase our Tours. This limited, temporary and non-exclusive license and permission are freely revocable at any time, for any reason whatsoever, and with or without notice, by the Company as described more fully below.

We may change or otherwise modify the Agreement in the future, and you understand and agree that your continued access or use of this Website after such change signifies your acceptance of the updated or modified Agreement. We will note the date that revisions were last made to the Agreement at the top of this page, and any revisions will take effect upon posting. Be sure to return to this page periodically to review the most current version of the Agreement.



WWW.ORIZZONTILAKECOMO.COM: TERMS OF USE

REGISTRATION

The User is not obliged to register and/or create an account with us in order to explore and use *www.orizzontilakecomo.com*, but, if the User wants to have access to more options, as for the subscription to our newsletter and the booking system, he's asked to fill in the Contact Form on the website and communicate to the Website Holder his verified information about his Identity and Contacts. The full acceptance of our Privacy Policy and these Terms and Conditions will be requested before submitting the form and/or the booking.

CONTENTS

The contents on *www.orizzontilakecomo.com* are protected by the law on copyright and other laws and international treaties established to protect intellectual property rights and, unless otherwise specified, using them is Users permitted only within the limits specified in this clause.

The Data grants you, for the duration of the Agreement, a personal, non-transferable and non-exclusive to exclusive personal and not commercial purposes and only to your device User for the use of such content. Therefore, it is expressly forbidden to the User to copy and/or download and/or share (excluding the restrictions set forth below), modify, publish, transmit, sell, sublicense, edit, transfer / give to third parties or create derivative works in any way by the content written or photographic with third party, available on *www.orizzontilakecomo.com*, or allow third parties to do so by either you or your device, even without his knowledge.

RESALE OF SERVICES

Users are not permitted to reproduce, duplicate, copy, sell, resell or exploit any portion of *www.orizzontilakecomo.com* and its services without the express permission by the owner, secured directly or via a specific reseller program.

PRIVACY POLICY

For information on the use of personal data, Users should refer to the Privacy Policy of Orizzonti di P.I. (linked in our Website's footer or here attached in separate sheets) which forms an integral and essential part of the Agreement.

INTELLECTUAL PROPERTY RIGHTS

All of the Application, figurative marks or names, and other marks, trade names, service marks, wordmarks, trade names, pictures, images, logos appearing on *www.orizzontilakecomo.com* remain the exclusive property of the Company or its licensors and are protected by applicable trademark laws and the relevant international treaties. All trademarks, figurative or names, and other marks, trade names, service marks, wordmarks, trade names, pictures, images, logos and related third-party content posted by such third parties of *www.orizzontilakecomo.com* they are and remain the exclusive property of such third parties or their licensors and are protected by applicable trademark laws and the relevant international treaties. The holder does not have the ownership of such intellectual deprivation and may use it only within the limits and following agreements concluded with those third parties and for the purposes outlined herein.

RELEASE OF IMAGE RIGHTS

With the purchase of one of our tour or tourist package the shipper sells at no charge to the Holder the right to use, distribute, reproduce, edit, modify, publish, publicly, transmit – on each and any analog, electronic, computer and/or digital (including but not limited to, terrestrial broadcasting systems, cable, satellite, web, even on social networking pages such as, but not limited to: Facebook®, Instagram®, LinkedIn®, YouTube®) – his portrait and image content in videos and pictures that can be made during the excursion or trip purchased (hereinafter, the "images"). The User also:

1. gives up all rights of whatsoever kind and nature on existing images needed to exploitation for commercial purposes, promotional and advertising of Images;
2. expressly declares to be fully satisfied and that he had no claims for any reason or title (example: economic) by the Company, its assignees and/or successors in title and/or in-kind by anyone using and Images exploits;



3. guarantees the holder the peaceful enjoyment of all the rights granted under this Article and indemnity from now the owner and/or his assignees from any possible action and/or claims concerning images and their exploitation, taking upon himself the full responsibility accordingly. Anyhow, the Company will not make use of the Images in contexts or with modalities that affect the honor, reputation and decor of the user's image and/or record.

USE NOT PERMITTED

The service will be used as outlined in the Terms.

Users may not:

- a) reverse engineer, decompile, disassemble, modify or create derivative works based on www.orizzontilakecomo.com or any portion of it;
- b) around the computer systems used by www.orizzontilakecomo.com or its licensors to protect content accessible through it;
- c) copy, store, change, modify, prepare derivative works of, or alter in any way any of the content provided by www.orizzontilakecomo.com;
- d) use any robot, spider, search application and/or retrieval of sites, or any other device, process or automatic means to access, retrieve, perform scraping or index any portion of www.orizzontilakecomo.com;
- e) rent, license or sublicense www.orizzontilakecomo.com;
- f) defame, abuse, harass, implement threatening practices, threaten or otherwise violate the rights (such as rights of privacy and publicity) of others;
- g) distribution or publication of illegal, obscene, illegal, defamatory or inappropriate;
- h) misappropriate account in use by another user;
- i) register or use the Service in order to approach the Members to promote, sell or advertise in any way the products or services of any kind through www.orizzontilakecomo.com;
- l) use www.orizzontilakecomo.com in any other improper methods that violate these Terms.

BOOKING TERMS AND CONDITIONS

INTRODUCTION: THE CONTENT OF PACKAGE TOUR CONTRACT

They form an integral part of the tourist package contract as well as the general conditions set out below, the description of the package contained in the catalog (online or hard copy), or in the separate travel program and the booking confirmation is sent to the organizer selling agency, as representative of the traveler. Endorsing the proposal of the tourist package, the traveler must keep in mind that it gives to read and accept, for themselves and for the persons indicated in the agreement and the contract for tourist packages for as laid down therein, both warnings and conditions contained therein, both these general conditions.

PURPOSE OF SERVICE AND DEFINITIONS

- 1) "Consumer's Code" is the Legislative Decree n. 206/2005.
- 2) Tours are offered by the Company through the website www.orizzontilakecomo.com and relative subfolders and redirected websites. This Agreement governs the use of the Website by the Consumer and the purchase of Tour(s) by the Consumer.
- 3) Tours can be viewed online at the Website in specific factsheets (hereafter "Catalogue") from which the Consumer can choose the Tour to be purchased in a given area, date and time at the price indicated, with the written inclusions and exclusions and following our requirements. The Consumer may purchase the Tour he wishes and effect the payment for himself or for persons to be named.
- 4) By making a booking, the first named person on the booking ("Consumer", "User") agrees on behalf of themselves and all persons detailed on the booking that:
 - a. he/she has read these the entire Agreement, made of Terms of website use, Booking Conditions, General Conditions, Privacy Policy and has the authority to and does agree to be bound by them; he/she is authorized on behalf of all persons named on the booking to disclose their personal details to us, including where applicable special categories of data (such as information on health conditions or disabilities and dietary requirements);
 - b. he/she is over 18 years of age and where placing an order for services with age restrictions declares that he/she and all members of the party are of the appropriate age to purchase those services;
 - c. he/she accepts financial responsibility for payment of the booking on behalf of all persons detailed on the booking; and



- d. he/she has read and reviewed in full the information and the Trip Notes written in our catalogue about the chosen and paid tour. Has read and reviewed all the documentation and communications written and sent via e-mail prior to securing a reservation with payment, including any eventual Proforma Invoice and extra and/or extraordinary requirements. He/she is satisfied with the information contained therein.

PAYMENT METHOD AND CHECK-INS

The Consumer must follow the payment procedure indicated on the www.orizzontilakecomo.com. The payment is via an online payment gateway managed by Bookingkit GmbH and linked to payment platforms as Stripe and PayPal and MangoPay.

Upon completion of the order the Consumer is directed to the payment gateway page. The amount of the order is charged to the selected payment instrument following the relative payment procedure.

For each transaction the Consumer, who's from that moment bound to this Agreement, will receive an email confirming the payment from the payment gateway and subsequently a Ticket from the Company to the email address communicated by the Consumer, who hereby authorizes its sending. Payments shall be in Euro, unless otherwise agreed by the parties.

The Ticket from the Company gives the Date, Time and main information when and where the Tour will take place. The Consumer undertakes to check the correctness of entered data and to promptly communicate any corrections and/or changes via email to the contacts specified in the Holder's section. Auto-generated e-mails are sent immediately after your online payment on www.orizzontilakecomo.com and are made to confirm that your request for booking and agreement to pay and purchase have been received. Online bookings are not confirmed until a detailed and personalized e-mail is sent from info@orizzontilakecomo.com or a text message is sent to the User's contact phone number.

At check-in: the Consumer will be asked to hand the confirming Ticket or show it on a mobile/tablet to the Tour Leader/Guide/Cooperator/Supplier. Valid ID might also be required.

The Company shall not be held liable for possible Website transmission and communication errors deriving from the technological infrastructure used, or the hosting services used or deriving from the payment gateway channel. If no email is sent by the Company, the service should not be considered to have been purchased; in such cases the Consumer is advised to contact the Company to seek an explanation.

PRICING

Orizzonti di P.I. reserves the right to amend the price of unsold tours at any time and corrects errors in the prices of confirmed tours. We also reserve the right to increase the price of confirmed tours solely to allow for increases which are a direct consequence of changes in:

- i. the price of the carriage of passengers resulting from the cost of fuel or other power sources;
- ii. the level of taxes or fees chargeable for services applicable to the holiday imposed by third parties not directly involved in the performance of the holiday, including tourist taxes; and
- iii. the currency exchange rate, in case no EUR of transactions

We will absorb and you will not be charged for any increase equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges and/or additional services or travel arrangements. You will be charged for the amount over and above that. If the increase is over 2% of the price of your confirmed tour (excluding any insurance premiums, amendment charges and/or additional services or travel arrangements), you will have the option of accepting a voucher or a change to another tour if we are able to offer one (if this is of equivalent or higher quality you will not have to pay more but if it is of lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all money paid to us, except for any insurance premiums and any amendment charges and/or additional services or travel arrangements. You're free to choose, but you must exercise your right to do so within 2 days from the date of the written notification of this increase.

GROUPS BOOKING, CUSTOM BOOKING

When Bookings don't go through our website, but come from personalized requests and consequent written agreements by e-mail.

. A Deposit might be required before the Company's booking confirmation. Deposit will not be over 50% of the total amount of the booked Service.

. Balance will be due 48 hours before Tour date and time

We reserve the right to return your payment and decline to issue a booking confirmation at our absolute discretion. The binding contract will come into existence between you and us as soon as we have received payment and issued to you in writing a booking confirmation that will confirm the details of your booking and will be sent to you or your travel agent. You will be notified of the exact deposit amount required prior to any payment to us.

CONSUMER'S CANCELLATION OPTIONS, PENALTIES AND LATE ARRIVAL

The Consumer may cancel and/or revoke the purchase by communicating this intention in writing to our Email Address.

. **100% refund** (less payment's fees and commissions) will be given if your cancellation is received 3 days before your Tour date and time (that is 72 hours), unless otherwise stated on the Website with reference to your specific Tour.



. **75% refund** (less payment's fees and commissions) will be given if your cancellation is received from 3 days to 24 hours before your Tour date and time, unless otherwise stated on the Website with reference to your specific Tour.

. **50% refund** (less payment's fees and commissions) will be given if your cancellation is received 24 hours before your Tour date and time, unless otherwise stated on the Website with reference to your specific Tour.

. **No refund** will be given if your cancellation is received within 24 hours before your Tour date and time, unless otherwise stated on the Website with reference to your specific Tour.

. No refund in case of **No Show** from the Consumer. Any doubt or request for assistance to reach departure point MUST be submitted in advance and in respectful time. Last-minute assistance may not be available and if no answer is received from the Company in this case, any justification won't be accepted.

. **Late arrivals:** Tour Leaders are not allowed to wait for Consumers arriving late. In case of late arrival or no show, no refund will be given.

CANCELLATION FOR WEATHER CONDITIONS:

. 100% refund (less payment's fees and commissions) will be given in case of very bad weather conditions that do not permit our tour leaders/guides/cooperators/suppliers to conduct your Tour.

. No refund will be given if the Consumer cancels his Tour, within 24 hours before tour date and time, because of weather conditions even if the Company has confirmed date and time.

. Consumer might also be offered a different date and/or time in case of an event of a very adverse atmospheric conditions predicted right before or during your Tour.

Refunds will be processed as soon as possible and in accordance to the timing of the relative payment's method.

The communication should be sent to the Company's Email Address, indicating:

- The number of registered persons and relative names for whom the cancellation is requested
- Name of the booked Tour, date of booking and scheduled Tour date
- Amount paid and date of payment

The cancellation is deemed to be complete only when a confirming email from the Company is received.

CANCELLATION AND CHANGES COMING FROM THE COMPANY:

The Company is entitled to cancel and/or change the details of a Tour in the following cases:

- a) failure to reach the minimum number of participants required from your tour
- b) reasons of force majeure
- c) unforeseeable circumstances (Very bad weather conditions, serious personal matters...)
- d) when cancellation comes from our suppliers for sudden and unforeseeable circumstances

If the Activity is cancelled for one of the above reasons the amount paid for the purchase will be refunded in full or a voucher will be issued.

Under no circumstances will the cancellation of the event entitle the Consumer to file damage claims or seek an indemnity over what was paid for the booking and, consequently, the cancellation. Possible cancellations and/or changes will be communicated by the Company as soon as possible via the contacts (email or telephone) specified by the Consumer at the time of the payment. Even if it is not possible to contact or notify the Consumer prior to the scheduled time of the Tour, only the amount paid by the consumer will be refunded.

COVID-19 SPECIAL POLICY: INFO & CANCELLATION POLICY

During this uncertain period, we want our Consumer to feel safe while booking a Tour or Service on our Website.

Until the end of the Emergency, for all bookings made, our cancellation terms, for all reasons connected to Covid-19, become more flexible.

These reasons include:

- Italian closures or Closures in the Country of Origin of the Consumer
- When the Consumer or one of the Participant connected to his booking has been infected. (The Company reserves the right to ask for a positive test made within the infection period and necessary quarantine);
- Mandatory Quarantine at the arrival in Italy or back in your country of origin

Cancellation because of Covid-19 must be submitted at least 24 hours before your tour date and time. The Consumer is free to choose:

- To change Date and Time of the Tour;



- To be fully refunded;
- To receive a voucher for the value paid, with a one-year validity and transferable

For all cancellations not connected to the above restrictions, our standard cancellation terms will be followed.

If no tourism restriction is into force and/or there is no valid reason connected to Covid-19, but you decide to cancel the tour, we'll apply our standard cancellation terms.

We kindly ask you to always take your safety mask with you, whether or not it's requested by your Tour.

We also highly recommend to always choose a complete Covid-19 travel insurance.

The Company can cancel a Service for reasons connected to Covid-19 when:

- A tour leader/guide/cooperator/supplier involved in the Activity is found positive to Covid-19 and can't be promptly replaced.
- A tour leader/guide/cooperator/supplier involved in the Activity is in Self Preventive Quarantine and can't be promptly replaced.

In each case, the Company will inform the Consumer immediately and the Consumer is free to choose:

- To change Date and Time of the Tour;
- To be fully refunded;
- To receive a voucher for the value paid, with a one-year validity and transferable

FORCE MAJEURE

Except where otherwise expressly stated in these Booking Conditions we are not obliged to provide a full refund (partial refunds maybe given after deducting unrecoverable costs) or pay you compensation if our contractual obligations to you are affected by "Force Majeure". For the purposes of these Booking Conditions, Force Majeure means any event beyond our or our supplier's control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Examples include warfare and acts of terrorism (and threat thereof), civil strife, significant risks to human health such as the outbreak of serious disease or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination or remain at the travel destination, the act of any government or other national or local authority including port or river authorities, industrial dispute, labour strikes, lock closure, natural or nuclear disaster, fire, chemical or biological disaster, unavoidable technical problems with transport and all similar events outside our or the supplier(s) concerned's control. Check with your travel insurance provider as you may be able to reclaim these costs.

RIGHT OF WITHDRAWAL

The Consumer is not entitled to withdraw from the transaction pursuant to the provisions of art. 55, paragraph 1, letter b), of Legislative Decree 20 of 6/9/2005 (Consumer Code), however he is entitled to cancel the purchase further to article IV above.

LIMITATIONS OF LIABILITY

- The Consumer hereby declares he is in good health and does not suffer from minor or serious physical or mental illnesses, allergies, lowered food tolerance, dysfunctions or disabilities that would expose him to the risk of damage or activity limitations during the performance of activities offered by the Company. The Consumer must inform the Company about any eventual diet, intolerances, allergies, disabilities at booking. The Company will do its best to customize the Activity, in accordance to relative inclusions and sale price accepted and paid by the Consumer, in order to satisfy his requests. Any eventual extra costs that might be involved in fully satisfying the Consumer, will be communicated in advance, as for any refusal to sell a Service when not in compliance with the Consumer's special requests.
- The Consumer fully appreciates and accepts the risks associated with his participation in Tours, which include, by way of example and not exhaustively, exposure to adverse weather, theft, indigestion, consequences resulting from the intake of alcohol, allergies, lowered food tolerance, injuries (again by way of example injuries caused by inappropriate behaviour of Consumer or other participants, automobiles, other means of transport or pedestrians).
- The Consumer will take part in Tours at his own exclusive risk. Now and in the future, the Consumer shall unconditionally absolve from any and all liability the Company, its shareholders, directors, collaborators, partners and suppliers in relation to all complaints, legal actions, damage claims, debts, costs and expenses deriving from or relating to participation in Tours, even if damage is caused by negligence, carelessness and/or lack of expertise of the Company or of any other party involved through the Company.
- The Company shall not be held liable for any damage caused by the Consumer to persons and/or things (including artistic heritage items) and/or places (including restaurants and eateries in general) due to deliberate or accidental actions.
- The Company shall not be held liable for possible Website errors or omissions, and reserves the right to make due changes in such circumstances. The texts, photographs, images and videos contained on www.orizzontilakecomo.com are purely indicative, and may not always correspond to what the service actually offers. Accordingly, the Company may not be held liable for any errors deriving from this explanatory information. The Company guarantees the correctness of the event venue, time and duration of the service.



- Subject to the remainder of this clause, we have a duty to select the tour leaders/guides/suppliers/cooperators of the services making up your booking with us with reasonable skill and care. We have no liability to you for the actual provision of the services, except in cases where it is proved that we have breached that duty and damage to you has been caused. Therefore, providing we have selected the tour leaders/guides/suppliers/cooperators with reasonable skill and care, we will have no liability to you for anything that happens during the service in question or any acts or omissions of the supplier, its employees or agents that didn't respect our agreements and instructions.
- We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:
 - a. the act(s) and/or omission(s) of the Consumer(s) affected; or
 - b. the act(s) and/or omission(s) of a third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable; or
 - c. unusual or unforeseeable circumstances beyond ours or our supplier(s) control, the consequences of which could not have been avoided even if all due care had been exercised; or
 - d. an event which either we or suppliers could not, even with all due care, have foreseen or forestalled; or
 - e. loss or damage to any luggage or personal possessions and money.
- It is a condition of our acceptance of liability under this clause that you notify any claim to ourselves and our supplier(s) strictly in accordance with the complains procedure set out in these conditions.
- We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised in our brochure. For example, any excursion you book whilst away, or any service or facility which your hotel or any other supplier agrees to provide for you.

Passport, Visa and Immigration Requirements & Health Formalities

It is your responsibility to check and fulfil the passport, visa, health and immigration requirements applicable to your itinerary. We can only provide general information about this. You must check requirements for your own specific circumstances with the relevant Embassies and/or Consulates and your own doctor as applicable. Requirements do change, please ensure your information is up to date.

You will be solely responsible for any cost, loss or damage which you incur as a result of a failure to obtain all necessary passports, visas and/or vaccinations. We do not accept any responsibility if you cannot travel or incur any other loss because you have not complied with any passport, visa, immigration requirements or health formalities (including vaccinations). You agree to reimburse us in relation to any fines or other losses which we incur as a result of your failure to comply with any passport, visa, immigration requirements or health formalities.

Local laws and regulations

All participants in tours operated by us are expected to obey the laws and regulations of the countries visited and any failure to do so may relieve us of all obligations that we may otherwise have to you.

Conditions of Suppliers

Many of the services which make up your tour are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions which will form part of your contract with us. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable International Conventions. Copies of the relevant parts of these terms and conditions are available on request from us or the supplier concerned.

No point of these limitations of liability can be removed or modified without the express written consent of the Consumer and of an official representative of the Company.

CLAIMS

All claims will be accepted and evaluated when received in written copy at info@orizzontilakecomo.com within 24 hours after the complete execution of your Tour. After 24 hours we reserve the right to not accept and process your claim.

ONLINE DISPUTE RESOLUTION FOR CONSUMER

The consumer residing in Europe must be aware of the fact that the European Commission has set up an online platform that provides an alternative dispute resolution tool. This tool can be used by European consumers to resolve by non-judicial any dispute relating to and / or arising from contracts of sale of goods and services entered into the network. Therefore, if you are a European consumer, you can use this platform for the resolution of any dispute arising from the online contract with the owner.

The platform is available at <https://ec.europa.eu/consumers/odr/main/?event=main.home2.show>



The holder is available to answer any question submitted by email to the email address published herein.

PROMPT ASSISTANCE

Contacts for prompt assistance right before your tour time or during your tour will also be given at our official booking confirmation.

We highly recommend to contact us by phone: **+39.333.3256120**

GENERAL CONDITIONS (from the Italian Tourism Code)

1. LEGISLATIVE SOURCES

The sale of tourist packages and tourist services connected is governed by the Tourism Code (Arts. 32-51 – novies) as amended by Legislative Decree no. 62/2018 implementing the EU directive 2015/2302 and subsequent amendments and provisions of the civil code on the subject of transport and mandate, as applicable.

2. ADMINISTRATIVE ARRANGEMENTS

The organizer and the seller of the package, which the traveler is addressed, must be enabled the execution of their activities following current legislation, including regional or municipal and operate as provided herein. The organizer and the seller are established on Italian territory must be covered by the insurance policy for civil liability for the passenger for damages arising from the breach of their obligations under the respective contracts. The organization of package tour contracts are secured by bank guarantees or insurance policies that, in cases of insolvency or bankruptcy of the organizer or seller guarantee, without delay at the request of the traveler, the reimbursement of the price paid to purchase the package and the immediate return of the traveler if the package includes the traveler transport, and, if necessary, to pay room and board before returning. This obligation also applies to professionals who facilitate tourism-related services, for the reimbursement of all the payments they receive from travelers.

3. DEFINITIONS

The purposes of this contract shall apply:

- a) "traveler" means any person who intends to conclude a contract, enters into a contract or is allowed to travel based on a package tour contract or connected tourist service;
- b) "trader" means any public or private natural or legal person who, as part of his trade, business, craft or profession acts, in the tourist package contracts or tourist service-connected, through other person acting in his name or on its behalf, as an organizer, salesman, professional who facilitates related tourist services or tourism service provider, following current legislation;
- c) "organizer": a professional who combines packages and sells or offers them for sale directly or through or in conjunction with another professional, or the professional who transmits the data for the traveler to another professional following subparagraph c), number 2.4) art. 33 of the Code of tourism;
- d) "Seller": the different professional organizer who sells or offers for sale packages combined by an organizer;
- e) "establishment" means an establishment defined in Article 8, paragraph 1, letter e) of Legislative Decree 26 March 2010, n. 59;
- f) "durable medium" means any instrument which enables the traveler or the trader to store information addressed personally to him in a way accessible for future reference for a period of time adequate for the purpose for which they are intended and that enables identical reproduction the stored information;
- g) "unavoidable circumstances and extraordinary" means a situation outside the control of the party invoking such a situation and the consequences of which would not even have been avoided by taking all reasonable measures;
- h) "lack of conformity": non-performance of tourism services included in a package;
- i) "minor" means a person under the age of 18 years;



l) "return": the return of the traveler to the departure or other place agreed upon by the contracting parties.

4. THE CONCEPT OF TOURIST PACKAGES AND TOURIST SERVICE CONNECTED

4.1. It intends to "package" the combination of at least two different types of tourist services (ie: 1. the transport of passengers; 2. the accommodation does not form part of the transport of passengers and is not intended for residential purposes or courses long-term language; 3. the rental of cars, motorcycles and other vehicles or who require a driving license of category A guide; 4. any other tourist service that does not form part of one of the tourist services mentioned in items 1), 2) or 3), and is not a financial or insurance services, or qualifies as a "supplemental" tourist service) for the same journey or the same holiday, if at least one of the following conditions: 1) such services are combined by a single trader, even on the traveler's request or following its selection, before the conclusion of a single contract for all services; 2) such services, although concluded with separate contracts with individual providers of tourist services, are: 2.1) purchased at one store and selected before the traveler agrees to pay; 2.2) offered, sold or billed at a flat rate or global; 2.3) advertised or sold under the name "package" or similar designation; 2.4) combined after the conclusion of a contract by which the practitioner allows the traveler to choose from a selection of different types of tourist services, or purchased from distinguished professionals connected through a booking process via internet where the name of the traveler, 4.2. It means "tourist service-connected" at least two different types of tourism services purchased for the same journey or the same holiday, that does not constitute a package, and which include the conclusion of separate agreements with individual suppliers of tourism services, if a professional easier, either: 1) when a single visit or a single contact your point of sale, the BOM selection and separate payment for each tourist service by travelers; 2) the targeted purchase of at least one additional tourist service at another professional when such purchase and 'concluded within 24 hours after confirming the first tourist service.

5. REPORTING TO THE TRAVELER

5.1. Before the conclusion of the tour package contract or a corresponding organizer and the seller provide the traveler the relevant "standard information form" and communicate the following information to the traveler: a) the main features of tourism services, such as: 1) the destination or destinations of the journey, the itinerary and residence periods with dates and, if accommodation is included, the number of nights including; 2) the means, characteristics and categories of transport, places, dates and times of departure and return, duration and places of intermediate stops and transport connections; if the exact time is not yet established, the organizer and, where appropriate, the seller shall inform the approximate time traveler from starting and back; 3) the location, the main features and, where applicable, if the tourist category under the regulations of the destination country; 4) the meals provided; 5) visits, excursions or other services included in the total price agreed for the package; 6) tourist services provided to the traveler as a member of a group and, if so, the approximate size of the group; 7) the language in which services are provided; 8) if the trip or holiday is suitable for people with reduced mobility and, at the request of the traveler, precise information on the suitability of the journey or holiday that takes into account the needs of the traveler; b) trade name and geographical address of the organizer and the seller, their telephone numbers and email addresses; c) the total package price including taxes and all duties, taxes and other additional costs, including any administrative and management practices, or where these are not reasonably be calculated before the conclusion of the contract, an indication the type of additional costs that the traveler may have to still support; d) the arrangements for payment, including any amount or percentage of the price to be paid as down payment and the schedule for payment of the balance, or financial guarantees that the traveler is required to pay or provide; e) the minimum number of people required for the package and the period referred to in Article 41, paragraph 5, letter a), before the start of the package for the possible termination of the contract in case of failure to achieve the number;



- f) general information concerning the conditions about passports and visas, including approximate times for obtaining visas and health formalities of the destination country;
- g) information on the possibility for the traveler to cancel the contract at any time before the package on payment of appropriate revocation, or, if provided, the standard revocation requests by the organizer; h) information on the optional or mandatory subscription of insurance covering the unilateral revocation of the contract by the traveler or the cost of assistance, including re-entry, in case of injury, illness or death;
- i) the reference to the protection cover in the event of insolvency or bankruptcy of the insurance contract as well as for civil liability in favor of the traveler;
- l) information on the identity of the operating air carrier, if not known at the time of booking, just preview article 11 Reg. Ce 2111 \ 05 (Art. 11, paragraph 2 of Reg. EC 2111/05: "If the identity of the operating air carrier or carriers is not yet known at the time of reservation, the air carriage contractor shall ensure that the passenger is informed of the carrier's name or the air carriers to act as operating air carriers on the flight or flights concerned. in this case, the air carriage contractor will ensure that the passenger is informed of the identity of the carrier or the actual air carriers as soon as such identity is established and their possible EU operating ban "

5.2. Given the advance with which we publish the information relating to the fruition of the services, it should be noted that the times and routes of the flights mentioned in the acceptance of the proposed purchase of services are subject to change as subject to subsequent validation; the final flight times will be announced in the days before the departure and return. Please note that charter flights are not subject, by definition, a systematic schedule.

5.3. As required by article 6.2 of EC Regulation 2027/97 to passengers will be required to provide information on the provisions concerning the liability of a Community air carrier for the death, wounding or injury, on the requirements for insurance cover, as well as information on the timing of advance payments against the natural person entitled to compensation.

6. PROPOSED PURCHASE - RESERVATIONS

6.1 At the time of concluding the contract of tourist package or at least as soon as possible, the organizer or the seller, provides the traveler a copy or a confirmation of the contract on a durable medium.

6.2 The traveler is entitled to a paper copy if the package tour contract has been entered into the contemporary physical presence of the parties.

6.3 Concerning contracts negotiated away from business premises, defined art. 45 c. 1, lett. h), the D.Leg. 206/2005, a copy or confirmation of the travel package contract is provided to the traveler on paper or if the traveler agrees, on another durable medium.

6.4. The package tour contract is achieved, resulting in the conclusion of the contract only when the organizer sends confirmation, even by telematics systems, the traveler from the seller.

6.5. The traveler must notify the seller, before booking, any specific requests that you consider the contract only if possible set out in writing in the contract and accepted by the organizer.

6.6. The travel documents (eg. Voucher) will be delivered to in time traveler profit before departure and the traveler must preserve them and take them on the journey, to take advantage of regular services booked, together with any other documents (eg. Airline tickets) delivered by the seller. The traveler is required to verify the correctness of the data shown on the above-mentioned documents and the travel contract and to immediately notify the seller of any errors. The traveler must inform the organizer participant data exactly as shown on the personal identity documents.

6.7. Any tours, services or purchased performance and paid by the passenger at the destination are unrelated to this contract. Therefore no responsibility for this can be ascribed to the organizer or seller, even if as a courtesy, resident staff, carers, local guides or callers can take care of their reservation.

7. PAYMENTS

7.1. Upon signing the contract must be paid: a) the registration fee or practice management (see art. 8); b) payment to the extent indicated by the organizer or the seller. The balance must be paid without exception, by the deadline set by the organizer in its catalog or in the booking confirmation.

7.2. Failure to pay the above amounts, the established dates, like the lack of referral to the organizer of the sums paid by the traveler to the seller the right result in automatic termination of the contract to be made with a written letter, fax or e-mail at the seller or at the address including electronic, if communicated, traveler. The balance shall be counted from when the sums received by the organizer by the traveler directly or through the seller.



8. PRICE AND REVIEW OF THE PRICE

8.1 The price of the package is determined in the contract, concerning what is stated in the catalog or on the organizer's website, or program out of print/tailor and to any change of the catalogs or programs added subsequently, or site Operator web. It may be changed, increased or decreased, only in consequence of variations in:

- the transport of passengers price as a function of the cost of fuel and other sources of energy;
- the level of duties and taxes on tourist services included in the contract imposed by third parties not directly involved in the execution of the package, including landing fees, landing or boarding in ports and airports;
- relevant exchange rates to the package in question. An increase in price is possible only after prior communication in a durable medium by the organizer to the traveler together with the justification for such an increase and the method of calculation, at least 20 days before the beginning of the packet. If the price increase exceeds 8% of the overall price of the package applies to the next point 9.2. with the reduction of the price, the organizer is entitled to deduct administrative expenses and the effective management practices of the refund due to the traveler, which is required to provide proof of the traveler's request. If the price increase exceeds 8% of the overall price of the package applies to the next point 9.2. with the reduction of the price, the organizer is entitled to deduct administrative expenses and the effective management practices of the refund due to the traveler, which is required to provide proof of the traveler's request. If the price increase exceeds 8% of the overall price of the package applies to the next point 9.2. with the reduction of the price, the organizer is entitled to deduct administrative expenses and the effective management practices of the refund due to the traveler, which is required to provide proof of the traveler's request.

8.2. The price consists of:

- a) registration fee and share practice management;
- b) shares: expressed in the catalog or the price of the package supplied by the seller to the traveler;
- c) cost of any insurance against risks of cancellation, withdrawal and / or medical bills or other services requested;
- d) cost of any visas and entry fees and exit from countries half of the holiday;
- e) charges and airport taxes and / or port.

9. MODIFICATION, ORGANIZER'S WITHDRAWAL OR CANCELLATION OF THE PACKAGE BEFORE DEPARTURE

9.1 Before the start of the packet, the organizer may unilaterally alter the terms of the contract other than the price, provided that such minor changes, communicate them to the traveler on a durable medium, even through the seller.

9.2 If, before the start of the packet, the organizer is forced to significantly change one or more main features of tourism services, or can not meet the required specifications previously accepted expressly and reported the contractor proposes to increase the price of package of more than 8% the traveler, within a reasonable period specified by the organizer at the same time the change notice, can accept the proposed change or cancel the contract without paying the revocation. In case of withdrawal, the organizer can offer the traveler a replacement package of equivalent or superior quality. The change notice indicates to the traveler the proposed changes, their impact on the price of the package,

9.3. If the changes of the tourist package contract or replacement package involving a quality package and lower cost, the traveler are entitled to an appropriate price reduction.

9.4. If you cancel the contract for tourist packages under the preceding paragraph if the traveler does not accept a replacement package, the organizer reimburses without undue delay and in any event within fourteen days of the termination of the contract all payments made by or on behalf of traveler and the provisions of Article. 43, paragraphs 2, 3, 4, 5, 6, 7, 8 tourism code.

9.5. The organizer can cancel the contract of tourist package and offer the traveler a full refund of payments made for the package, but it is not required to pay an additional compensation if: a) the number of persons registered in the package is less than the minimum required by contract and in any case no later than 20 days before the start of the package in case of journeys lasting more than 6 days, 7 days before the start of the package in the case of journeys lasting from 2 to 6 days, the 48 hours before the start of the package in the case of journeys lasting less than two days; b) the organizer is not able to perform the contract due to unavoidable circumstances and extraordinary and communicates the withdrawal from the same to the traveler without undue delay before the start of the packet.



10. WITHDRAWAL OF THE TRAVELER

10.1 The traveler can cancel the contract at any time before the package on payment of appropriate revocation, or if provided, the standard revocation (cancellation fees) provided by the organizer, which depends on the chosen destination and the when the traveler recedes concerning the departure date. If not specified, the standard of revocation, the amount of revocation corresponds to the price of the package of cost savings decreased revenue arising from the reallocation of tourism services.

10.2. The traveler can take out the insurance policies covering the aforementioned unilateral revocation by the traveler or any legal costs, including the return, in case of injury, illness or death. Depending on the chosen package, the organizer informs the traveler on options or mandatory subscription of such insurance.

10.3. The revocation is not due to the assumptions provided for in Article 9 above step 2. If there are unavoidable and extraordinary circumstances that occurred in the place of destination or in its immediate vicinity and have a substantial impact on the implementation of the package or transport of passengers to the destination, the traveler is entitled to cancel the contract before the start of the package without match of revocation, and the full repayment of the payments made for the package, but is not entitled to additional compensation.

10.4 In case of off-premises contracts (as defined in art. 45 c. 1 letter h) Consumer Code), the traveler has the right to withdraw from the tourist package sales contract within five days from the date the contract is concluded or the date of receipt of the agreement and the preliminary information if later, without penalty and without giving any reasons. In the case of offers with rates significantly decreased compared to the current offerings, the right of withdrawal is excluded. In the latter case, the organizer documents the price change adequately highlighting the exclusion of the right of withdrawal.

11. CHANGES AFTER DEPARTURE

11.1 If for unexpected circumstances beyond the organizer is impossible to provide, in the course of execution of the contract, a substantial part, by value or quality of the combination of tourism services stipulated in the contract of tourist package, the organizer provides, at no additional price paid by the traveler, adequate quality of alternative solutions, where possible equivalent or higher than those specified in the contract, so that the execution of the package can continue, including the possibility that the return of the traveler to the place of departure is not provided as agreed. If the alternative solutions proposed to involve a package of lower quality than that specified in the package tour contract, the organizer gives the traveler an appropriate price reduction.

11.2. The traveler can reject the alternative solutions proposed only if they are not comparable to what was agreed in the contract of the tourist package or if the reduction granted price is inadequate.

11.3. If it is impossible to provide alternative solutions or the traveler rejects the alternative solutions proposed, following what is indicated in point 1, the traveler a price reduction is recognized. If the obligation to offer the breach point 15.5 applies

11.4. Where, due to supervening circumstances beyond the organizer, it is impossible to secure the return of the traveler as agreed in the contract for tourist packages, apply the points 15.6 and 15.7.

12. SUBSTITUTIONS AND ASSIGNMENT TO OTHER TRAVELERS

12.1 The traveler can have it replaced him another person provided that: a) the organizer is informed no later than seven days before the start of the package; b) the person he intends to transfer the contract meets all the conditions for using the service and in particular the requirements for passports, visas, health certificates; c) the same services or other services in place can be provided following the substitution; d) be paid to the organizer all administrative expenses and practice management to be replaced, to the extent that will be quantified before the transfer, providing, upon request of the transferor, the free on the rights, duties or other additional costs resulting from the sale. The disposal costs could include, for example, the purchase of new transport tickets available rate and the force at the time of the transfer request; please note that the cost of the ticket is subject to continuous changes and price fluctuations and depend on the booking class, on the availability of seats, the type of fare, class of the flight, from the issue date and the flight.

12.2. The transferor and the transferee of the contract for tourist packages are jointly and severally liable for payment of the balance due and any duties, taxes and other additional costs, including any administrative and management practices, resulting from this sale.

12.3. Under section. 944 of the Navigation Code, the substitution will be possible only with the consent of the carrier.



12.4 If the traveler requires the change of an item and / tourist service of a practice already confirmed and provided that the request does not constitute novation contract and provided that it is possible to implement, the organizer shall pay the administrative costs and practice management and the resulting expenses to the same change (assuming must be reissued airline tickets, the sale will involve the application of the available airfare on that date).

13. OBLIGATIONS OF TRAVELERS

13.1. In the course of the negotiations and before the contract is concluded, the Italian citizens are given general information – date of the publication date of the catalog – concerning the conditions about passports and visas, including approximate times for obtaining the visas and health formalities of the destination country

13.2. The rules on expatriation of Italian children are expressly provided in the notes on the website of the State Police. It should be noted, however, that children should own a valid personal document (passport, or for EU countries, identity card valid for travel abroad indicating the names of the parents). Children under 14 years and children for which you need the authorization issued by the judicial authorities, to be followed the instructions given on the website of the State Police ([Http: //www.poliziadistato.it/articolo/191/](http://www.poliziadistato.it/articolo/191/)).

13.3. Foreign citizens must possess an individual passport and any visa and will be able to find the necessary and updated information through their diplomatic representatives in Italy and / or their official government information channels.

13.4 Travelers will provide, before departure, to verify with the competent authorities (for Italian citizens the local police headquarters or the Ministry of Foreign Affairs through the site www.viaggiasesicuri.it namely the Operational Telefonica number 06.491115 Central) that their documents are in compliance with the guidelines and adapt in due time before the start of the packet. In the absence of such verification, no responsibility for the failed departure of one or more passengers can be attributed to the seller or the organizer.

13.5 Travelers will, in any case, inform the seller and the organizer of his nationality before the inquiry and at the time of departure will be sure to own certificates of vaccination, the individual passport and any other valid document for all countries affected itinerary as well as visas, transit, and health certificates if required.

13.6. In order to assess the social and security situation \ policy, health and any other useful information relating to countries and destinations and in their immediate vicinity and, therefore, the objective usability services purchased or to be purchased and any substantive impact the implementation of the package, the traveler will have the burden of taking the official information general at the Ministry of Foreign Affairs, and disclosed through the Foreign Ministry's institutional website www.viaggiasesicuri.it. The information above may not be contained in the organizers' catalogs – online or on paper – because they contain descriptive information of a general nature and not information subject to change by the official authorities. Updated information will, therefore, need to be taken care of travelers, displaying all of the information on the website of the Ministry of Foreign Affairs www.viaggiasesicuri.it (Cards "Countries", "traveling health" and "warnings"). The traveler is required under the principle of diligence of a good father to verify the accuracy of your personal documents and any minor, as well as the requirement to obtain valid documents for travel abroad following the rules of your country and the conventions that govern matter. The traveler must provide to complete the formalities considering that the seller or the organizer has no obligation to procure visas or documents.

13.7. Where the date of booking your chosen destination proves, institutional information channels, locations subject to "discourage or" warning "for safety reasons, the traveler who later were to exercise the withdrawal may not invoke, for exemption or reduction of requesting compensation for termination work, the loss of contractual claim related to the security of the country.

13.8. Travelers will have to follow the rules of normal prudence and diligence and to those specifications in force in the destination countries of the journey, all the information provided by the organizer, as well as regulations, administrative or legislative provisions relating to the package. Travelers will be liable for all damages that the organizer and / or retailer should also suffer as a result of the failure to fulfill the duties specified above, including the costs necessary for their return. Besides, the organizer can claim the passenger to pay a reasonable fee for the assistance provided to it, where the problem is caused intentionally by the traveler or his fault, within the limits of the expenses incurred.

13.9. The traveler must supply the organizer or seller all documents, information, and evidence in its possession relevant to the exercise of the right of recourse against the persons who have caused or contributed to the occurrence of circumstances or event from which are derived the compensation, the price reduction, compensation or other obligations in question and of persons required to provide support services and accommodation according



to other provisions, if the traveler can not return to the starting point as well as for exercising the right of subrogation against third parties responsible for damage and is responsible to the organizer for the prejudice caused to the right of subrogation.

13:10. The traveler must always communicate PROMPTLY to the organizer, also utilizing the seller, any defects in accordance encountered during the execution of the package, as shown in the following article 15.

14. HOTEL CLASSIFICATION

The official classification of hotels is provided in the catalog or in other informative material based on the explicit and formal indications of the competent authorities of the country where the service is provided. In the absence of official classifications recognized by the competent public authorities of the EU member states where the service is provided, or in the case of structures marketed as a "tourist village", the organizer reserves the right to supply in catalog or brochure in his own description of accommodation, such as to permit an evaluation and consequent acceptance of the same by the traveler.

15. ORGANIZER RESPONSIBILITY FOR DEFECTIVE PERFORMANCE OF THE PACKAGE

Under Article 15.1. 42 Tourism Code, the organizer is responsible for the execution of all tourist services under the contract for tourist packages, regardless of whether such tourist services should be provided by the organizer, by its agents or servants acting in the exercise of their functions, the third of whose work uses or other travel suppliers, according to art. 1228 of the Civil Code.

15.2. The traveler, according to articles 1175 and 1375 of the Civil Code, informs the organizer, either directly or through the seller, promptly, taking into account the circumstances of the case, of any defects detected during the execution of a tourist service established by the contract tour package.

15.3. If one of the tourist services not performed as agreed in the contract of the tourist package, the organizer remedied the lack of conformity, unless this is impossible or would be too burdensome, taking account of the lack of compliance and value tourist services affected by the defect. If the organizer does not remedy the defect, item 16 applies.

15.4. Without prejudice to the exceptions referred to in the preceding paragraph, if the organizer does not remedy the lack of conformity within a reasonable period of time set by the traveler concerning the duration and characteristics of the package, along with the dispute promptly carried out according to Section 13.2, the traveler can personally remedy the defect and seek reimbursement of necessary expenses, as long as they are reasonable and documented; if the organizer refuses to remedy the lack of conformity or if you need to address them immediately the traveler need not specify a deadline. 15.5. If a lack of conformity, according to article 1455 cc, constitutes a failure of no small importance of tourism services included in a package and the organizer there has remedied within a reasonable period set by the traveler depending on length and the characteristics of the package, with the complaint made according to section 15.2, the traveler may, without charge, rescind and with immediate effect the contract for tourist packages or, where appropriate, seek, according to the following paragraph 16 price reduction, however, subject to any damages. In the event of termination of the contract, if the package included the transportation of passengers, the organizer also provides the traveler with a return transport equivalent without undue delay and additional cost to the traveler. 15.6.

15.7. The limitation of the costs referred to in paragraph 15.6 does not apply to persons with reduced mobility, defined in art. 2, par. 1, lett. a) of Reg. (EC) No. 1107/2006, and their carers, women who are pregnant, unaccompanied minors and persons in need of specific medical assistance, provided that the organizer has received notice of their special needs at least 48 hours before the start of the packet.

16. PRICE REDUCTIONS AND DAMAGES

16.1. The traveler is entitled to an appropriate reduction in the price for the period during which there has been a lack of conformity unless the organizer proves that the defect is attributable to the traveler.

16.2. The traveler is entitled to receive from the organizer the appropriate compensation for any damage they may have suffered as a result of a lack of conformity.

16.3 The traveler is not recognized damages if the organizer proves that the defect is attributable to the traveler or a third party unconnected with the provision of tourism services included in the package tour contract and is unpredictable or unavoidable, or is due to unavoidable circumstances and extraordinary.



16.4. The organizer is subject to the limitations prescribed in international conventions that bind Italy or the EU, concerning the extent of compensation or the terms on which is due from a supplier which provides a tourist service in a package.

16.5. The package tour contract may provide for the limitation of compensation payable by the organizer, except for personal injuries or those caused intentionally or by negligence, provided that this limitation is not less than three times the total package price.

16.6. The compensation or price reduction granted according to the Code of tourism and compensation or a price reduction granted by other Community regulations and applicable international conventions must be deducted from each other.

17. OBLIGATION SERVICE

17.1 The organizer shall provide appropriate assistance without delay to the traveler who is in difficulty even in the circumstances referred to in paragraph 15.7, in particular by providing adequate information about health services, local authorities and consular assistance and assisting in the traveler ' make remote communications and helping to find alternative tourism services.

17.2 The traveler can address messages, requests or complaints relating to the execution of the package directly to the seller through which you purchased the product, which, in turn, promptly forward such messages, requests or complaints to the organizer.

18. SELLER RESPONSIBILITY

The seller must indicate its quality and is exclusively responsible for the execution of the mandate given by the traveler with the travel agency contract, regardless of whether the benefit is made by the seller, by its agents or servants acting in the exercise of their duties or by third parties whose work makes use, having to fulfill the obligations assumed to be evaluated concerning the diligence required for the exercise of the corresponding profession.

19. INSURANCE AGAINST CANCELLATION EXPENSES AND RETURN

If not expressly included in the price, it is possible and advisable to stipulate when booking at the organizer's offices or special insurance policy to cover the expenses of withdrawal (always due except for specific exceptions provided by the tourism code) of which in section 10, as well as those arising from accidents and/or diseases which will also cover the cost of repatriation and for the loss and/or damage to baggage. The rights arising from insurance contracts are to be exercised directly by the traveler against contracting Insurance Companies, under the conditions and in the manner provided for under the same policies, paying attention in particular to the timing for the opening of the left, the deductibles, limitations, and exclusions. The insurance contract between the traveler and the insurance company has the force of law between the parties and exerts its effects between the traveler and the insurance company, according to art. 1905 cc Travelers, upon booking, must notify the seller of any specific needs or issues for which it should prove necessary and / or appropriate to issue different policies from those provided or included in the package price.

20. ALTERNATIVE PROCEDURES ON DISPUTE RESOLUTION

The organizer will provide the traveler information regarding any existing procedures for handling complaints and alternative dispute resolution mechanisms (ADR – Alternative Dispute Resolution), according to Legislative Decree 6 September 2005, n. 206 and, if applicable, the ADR entity to which the trader and 'disciplined and to online dispute resolution platform following Regulation (EU) No. 524/2013.

21. TRAVELER'S GUARANTY

21.1. The organizer and the seller are established in Italy are covered by the insurance policy for civil liability for the passenger for damages arising from the breach of their obligations under the respective contracts.

21.2. The organization of package tour contracts are secured by bank guarantees or insurance policies that, for foreign travel and journeys that take place within a single country, including trips to Italy, in cases of insolvency or bankruptcy of 'organizer or seller guarantee, without delay at the request of the traveler, the refund of the price paid for the purchase of the package and the immediate return of the traveler if the package includes the traveler transport, and, if necessary, payment room and board before returning. As an alternative to a refund or to return immediately, it can be offered to the traveler the continuation of the package in the manner provided for in Articles 40 and 42 tourism code.



21.3 The same guarantees are provided by professionals that facilitate tourist services related to the reimbursement of all the payments they receive from travelers to the extent that a tourist service that is part of a connected tourist service is not made because of the state of insolvency or failure of professionals.

22. SINGLE TOURIST SERVICES AND TRAVEL RELATED SERVICES

A) The contracts for the supply of the only transport service, only the price of accommodation, or any other separate tourist service, you can not be a contractual case of organized travel or tourist package, do not enjoy the protections provided by the tourism code and apply the contractual conditions of the individual provider. Integral parts of the contract description of the excursion (online or hard copy), or in the separate excursion program and the booking confirmation is sent by Slow Lake Srl The responsibility for the proper performance of the contract is the service provider.

The seller undertakes to provide to third parties, even electronically, a tourist service unbundled, is required to give the tourist the documents relating to the service.

B) CONTRACT CONDITIONS

These contracts are also provided the following clauses of the general conditions of sale of packages above: art. 6, paragraph 1, 4, 5, 6; art. 9, paragraph 1, 3, 4, 5; art. 10 Section 1. The application of clauses does not determine the configuration of services as a package tour. The terminology of the cited clauses to the tourist package contract (organizer, travel, etc.) Should be considered regarding the figures of the sale contract of the single tourist services (seller, accommodation, etc.).

INFORMATION IN ACCORDANCE WITH REG. (EC) No. 2027/97 Compensation in case of death or injury: There are no financial limits to the liability for passenger injury or death. For damages, up to 100,000 SDRs (approximately EUR 121,000), the air carrier can not contest claims for compensation. Beyond that amount, the air carrier can dispute a claim only if it can prove that the damage was not its fault – Advance payment: in case of injury or death of a passenger, the carrier must pay within 15 days from the identification of the person entitled to compensation, an advance payment, to cover immediate economic needs. In case of death, this advance payment shall not be less than 16,000 SDRs (approximately EUR 19,400) – delays in the transport of passengers: In case of delay, the carrier is liable for damage unless it took all reasonable measures to avoid it or it was impossible to take such measures. The liability for delay is limited to 4,150 SDRs (approximately 5000 €) – Delays in the carriage of baggage: In case of delay, the air carrier is liable for damage unless it took all reasonable measures to avoid it or it was impossible to take such measures. The liability for delay is limited to 1,000 SDRs (about 1200 euro) – Destruction, loss or damage to baggage: The air carrier is liable for destruction, loss or damage to baggage up to 1,000 SDRs (about 1200 EUR). In the case of checked baggage, the carrier is liable even if his behavior is at fault unless the baggage was defective the same. As for unchecked baggage, the carrier is liable only if the damage is attributable to – Higher limits for baggage: A passenger can benefit from a higher liability limit by making a special declaration at the latest at when you register, and at an additional cost – Complaints on baggage: If damaged, delayed, lost or destroyed baggage, the passenger must file a complaint as soon as possible to the air carrier. If the damage to checked baggage, the passenger must write and complain within seven days, and in case of delay within 21 days, the date on which the baggage was placed at the passenger's disposal – Liability of contracting carrier and the actual carrier: If the air carrier operating the flight is not the contracting air carrier, the passenger has the right to file a claim or a claim to both. If the name or code of an air carrier is indicated on the ticket, that carrier is the contracting carrier – Terms for the action for compensation: The legal action must be brought within two years from the date of arrival or the date on which the aircraft should have arrived.

23. MANDATORY COMMUNICATIONS

Communications are mandatory under Article. 17 of Law 38/2006 "The Italian law punishes with imprisonment crimes related to prostitution and child pornography, even if committed abroad."