



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**