

1. LEGISLATIVE SOURCES

The sale of package holidays regarding services to be provided both within national boundaries and abroad is governed – until its repeal pursuant to article 3 of Italian Legislative Decree no. 79 of 23 May 2011 (the “Tourism Code”) and its successive modification no. 80 of 5 April 2012 of the constitutional court – by law no. 1084 of 27 December 1977 approved and executed by the International Convention on travel contracts (CCV), signed in Brussels on 23 April 1970 – as applicable – as well as by the Tourism Code, by articles 32 to 51 and its subsequent amendments.

2. ADMINISTRATIVE REGIME

The organizer and the intermediary of the package holiday must be enabled to perform their tasks in compliance with the applicable administrative regulations, including regional ones.

Pursuant to art. 18, paragraph 6 of the Italian Tourism Code, the use of the words “travel agency”, “tourism agency”, “tour operator”, “travel mediator” or other similar words and phrases, even in a foreign language, in the company name is allowed only to licensed companies referred to in the 1st paragraph.

3. DEFINITIONS

For the purposes of the present contract, the following definitions apply:

- a) **travel organizer:** the subject who is obliged to provide on his own behalf holiday packages for third parties, combining the elements mentioned under art. 4 at a package price, or offering its products, also through remote communication, giving the tourist the possibility to create his own package and to buy this combination
- b) **intermediary:** the subject who even non-professionally and non-profit, sells or is obliged to provide travel packages realized according to the following art.4 at a package price
- c) **tourist/customer:** the buyer or the assignee of a package holiday, or any other person to be nominated, who satisfies all the requirements for the use of the service, on whose behalf the main signer of the contract is obliged to acquire, without remuneration, a package holiday.

4. DEFINITION OF PACKAGE HOLIDAYS

For the purposes of the present contract, the following definition of package holiday applies:

Package holidays have as their object trips, vacations, “all inclusive” offers or touristic cruises, consisting of the combination of at least two of the elements indicated below, sold or offered in sale at a forfait price: a) transport; b) accommodation; c) travel services which are not auxiliary to transport or accommodation but constitute an important part of the “package holiday” (art. 34 of the Tourism Code).

The tourist has the right to receive a copy of the contract of the package (drawn up according to the terms and conditions of art. 35 of the Tourism Code), signed by both parties and indispensable to access the guarantee fund (see point 21).

5. INFORMATION FOR THE TOURIST TECHNICAL DATA SHEET

The organizer is obliged to create a technical data sheet in the catalogue or in a programme not included in the catalogue. The obligatory elements which must be inserted in the technical data sheet of the catalogue or the programme not included in the catalogue are:

- terms of administrative authorization or, if applicable, the commencement notice of the organizer;
- terms of the insurance policy of civil responsibility;
- period of validity of the catalogue or programme other than the catalogue;
- modalities and conditions of substitution of the tourist (art. 39 of the Tourism Code);
- parameters and criteria of adjustment of travel costs (art. 40 of the Tourism Code).

At the time of contract conclusion, the organizer will also inform the tourists about the identity of the operating aviation company/ies pursuant to art. 11 of the Regulation (EC) No 2111/2005 of the European Parliament and of their possible inclusion in the blacklist provided for by the Regulation.

In addition, the tour operator may indicate any other specific conditions in the technical data sheet.

6. BOOKING

Booking requests must be written on a proper contract form, electronic if necessary, completely compiled and signed by the tourist, who will receive a copy of it. Acceptance of booking will be considered to be complete, with the consequent signing of the contract, only at the moment at which the organizer sends the relative confirmation (telematically, if necessary) to the customer via the travel agency.

The indications relative to the tour package which are not contained in the contract documents, brochures or other means of written communication, will be furnished by the organizer in complete fulfillment of the obligations which are indicated in art. 37, paragraph 2 of the Tourism Code, before departure date.

Pursuant to art. 32, paragraph 2 of the Tourism Code, in case of contracts concluded at a distance or outside business premises (as defined in the articles 50 and 45 of Legislative Decree 206/2005), the organizer reserves the right to communicate in writing the non-existence of the right of withdrawal pursuant to articles 64ff. of Legislative Decree 206/2005.

7. PAYMENT

The booking (except in cases of special sales/offers) must be accompanied by an advance payment equal to 25% of the total amount. The balance is due 25 days before departure. For reservations made during the 30 days preceding the date of departure the whole sum must be paid at the time of the booking. **Excluded are special sales/offers (for example Vente Privée and similar) for which the full amount has to be paid at the time of the booking.**

If the client fails to comply with these conditions the operator shall be entitled to cancel the booking.

8. PRICE

The price of the package holiday is determined in the contract on the basis of the information provided in the catalogue or in the programme not included in the

catalogue, and in any updates of these catalogues or programmes. The price may be changed up to 20 days before departure and only in consequence of a variation of:

- transportation costs, including the cost of fuel;
 - fees and taxes on certain types of travel services such as duties, landing taxes or embarkation or disembarkation fees at ports and airports
 - rate of exchange applied to the package in question.
- For such adjustments reference will be made to both the exchange rates and the above-mentioned costs in force at the time of publication of the programme, as referred to in the technical data sheet in the catalogue, as well as to the date of any updates thereof. The variations will affect the forfait price of the package holiday in the percentage expressly indicated in the technical data sheet of the catalogue or programme not included in the catalogue.

9. MODIFICATION OR CANCELLATION OF THE PACKAGE HOLIDAY BEFORE DEPARTURE

The organizer or intermediary, who needs to significantly change one or more elements of the contract before departure, must immediately advise the client in written form, indicating the type of modification and the consequent variation of the price.

In case of rejection of the proposed modification indicated in paragraph 1, the customer may ultimately exercise the right of refund of the sum already paid, or he may take advantage of the offer of a substitute package as indicated in paragraphs 2 and 3 of article 10. The tourist may exercise the rights indicated above even if the cancellation is due to failure to reach the minimum number of participants specified in the catalogue or a programme other than the catalogue, or due to force majeure and fortuitous events, relating to the purchased package.

Cancellations caused by other reasons than force majeure, fortuitous events or failure to reach the minimum number of participants, as well as those not due to the customer's failure to accept the alternative package holiday offered, the organizer who cancels (art. 33, letter e, Italian Consumer Code) must refund the tourist twice the amount paid by the same and collected by the organizer, through the travel agent. The amount to be refunded cannot be greater than twice the sum the tourist may owe according to article 10 paragraph 4, in case the tourist wants to cancel.

10. CANCELLATION BY THE TOURIST

The tourist may withdraw from the contract without paying penalties in the following cases:

- price increase as per the previous art. 8 of more than 10%;
 - significant variation of one or more elements of the contract objectively definable as fundamental for the purpose of the package holiday, proposed by the organizer after the conclusion of the contract but before the departure and not accepted by the tourist.
- In the cases mentioned above, the tourist has the right either:
- to make use of an alternative package, without extra costs or with the refund of the surplus amount, if the second package has a lower value than the first;
 - to a refund of the partial amount already paid.
- This refund shall be made within seven working days from receipt of the request for reimbursement. The customer must communicate his decision (if he/she accepts the modification or withdraws from the contract) within and not later than two working days from the moment he receives the notification of increase or modification. If an express notification is not received within the above-mentioned period, the proposal formulated by the organizer will be considered accepted.

In case the tourist withdraws from the contract before departure for other reasons than the ones listed in the first paragraph, or in the case provided by art. 7, paragraph 2, charges will apply – regardless the payment of a deposit as per art. 7 paragraph 1 – for the individual service fee, for the insurance coverage already requested at the time of conclusion of the contract or for other services already provided and for the penalty as follows:

- 10% from the time of the booking until 30 working days before departure (Saturday excluded)
- 25% from 29 to 21 working days before departure (Saturday excluded)
- 50% from 20 to 11 working days before departure (Saturday excluded)
- 75% from 10 to 3 working days before departure (Saturday excluded). No refund is provided after these terms.

In the case of pre-established groups, such sums will be agreed from time to time upon signing the contract. **Exceptions are sales/special offers (e.g. Vente Privée or similar) which cannot be changed or cancelled after booking and for which a penalty of 100% will be charged in the event of cancellation.**

11. MODIFICATION AFTER DEPARTURE

In case that, after departure, the organizer cannot supply, for any reason (apart from circumstances depending on the customer) an essential part of the services included in the contract, alternative solutions will have to be provided to the consumer without extra charges. If the value of the supplied services is inferior to the value of the ones originally booked, the difference must be refunded by the organizer. If there is no alternative solution, or the solution offered by the organizer is refused by the tourist for valid and justified reasons, the organizer shall provide without extra charge a means of transport equivalent to the original one for returning to the point of departure or another place agreed by the contracting parties, compatible with availability of the given means and seats. The customer will be refunded the difference between the price of the planned services and the price of those provided up to the moment of anticipated return.

12. REPLACEMENTS

The tourist who is unable to travel may be replaced by another person if:

- a) the organizer is informed about the reason for the substitution and the personal data of the replacement person in written form at least 4 working days

- before the date of departure,
- b) the transferee satisfies all the requisites for the usage of the service (pursuant to article 39 of the Tourism Code) and in particular the requirements regarding passport, visa and health certificate;
- c) the services themselves or substitute services can be provided following the replacement;
- d) the replacement person is obliged to pay the organizer for all additional expenses regarding the substitution procedure, the amount of which will be determined before the replacement.

The transferor and the transferee are both liable for the payment of the remaining balance as well as for the amounts mentioned under d) of the present article. Further requirements and conditions regarding substitutions are indicated in the technical data sheet.

13. OBLIGATIONS OF THE TOURIST

During negotiation and before conclusion of the contract, Italian citizens will be provided in written form with information of general character, updated to the date of printing the catalogue, regarding health obligations and the documents necessary for travel abroad. Foreign citizens will find the corresponding information through their diplomatic representatives present in Italy and/or the respective official government information channels.

In any case, before departure the tourist shall check any updates made by the competent authorities (for Italian citizens the local police headquarters or the Ministry of Foreign Affairs through the website www.viaggiare Sicuri.it or calling the call centre under +39-06491115) and shall conform to these indications before departure. In the absence of said verification the travel organizer cannot in any way be held responsible if one or more tourist/s does/do not depart.

The tourists must inform the organizer and intermediary of their citizenship and, at the time of departure, must verify vaccination certificates, individual passports, and any other kind of document valid for all the countries included in the itinerary of the journey. This also includes visas, transit permits, and health certificates if required.

Furthermore, in order to evaluate the health and sanitary situation of the destination countries and, therefore, the objective usability of the services acquired or to be acquired, the tourist will check (through the use of the information channels indicated under paragraph 2 of the present article) the official general information given by the Ministry of Foreign Affairs, which explicitly state whether or not the destinations are subject to an official warning.

The tourist must also follow the rules of normal prudence and carefulness and respect the specific laws in force in the countries of destination, all the information provided by the organizer, as well as regulations, administrative or legislative provisions in relation to the package holiday. The tourist will be liable for all damages that the organizer or intermediary suffers if the above-mentioned obligations are not respected. The tourist is obliged to provide the organizer with all documents and information that may be useful for the exercise of the organizer's rights of subrogation towards third parties responsible for damages, and is liable to the organizer for any prejudice to the right of subrogation.

At the time of booking, the tourist will inform the operator in writing about personal requests which may be the subject of specific agreements regarding the modalities of the travel arrangements, provided that it is possible to meet them.

The tourist is obliged to inform the intermediary or organizer about any needs or particular conditions (pregnancy, food intolerances, disabilities, etc.) and to explicitly specify any request for relevant personalised services.

14. HOTEL CLASSIFICATION

The official classification of hotel facilities is provided in the catalogue or in other information material based on the express and formal indications of the competent authorities of the country in which the service is provided. In the absence of official classifications recognized by the competent public authorities of the countries, including EU members, where the service is provided, the organizer reserves the right to provide a personal description of the accommodation facility in the catalogue, brochure, on the website or in any other form, so as to allow an evaluation and consequent acceptance of the same by the tourist.

15. LIABILITY

The organizer is liable for damages caused to the tourist due to partial or total non-fulfilment of the contractual services, whether provided personally by the organizer or by third party service providers, unless it can be proven that the event was caused by the tourist (including initiatives independently taken by the client during the trip) or by other circumstances (accidents, force majeure or circumstances that the organizer could not, according to professional diligence, reasonably foresee or resolve). The intermediary through whom the booking of the package was made is under no circumstances liable for obligations arising from the organization of the package holiday, but only for the obligations arising from the role as intermediary and in any case within the limits provided by law (without prejudice to art. 46 of the Tourism Code).

16. COMPENSATION LIMITS

Compensation pursuant to art. 44, 45 and 47 of the Tourism Code and the relative statute of limitations, are regulated as provided herein and in any case within the limits established by the International Conventions that govern the services covered by the package holiday and by art. 1783 as well 1784 of the Italian Civil Code.

17. OBLIGATION TO PROVIDE ASSISTANCE

The organizer must provide the tourist with assistance according to the criteria of professional diligence with exclusive reference to the obligations regulated by law or contract. The organizer and the intermediary are exempt from their respective responsibilities (art. 15 and 16 of these general conditions) when the failed or inadequate execution of the contract is caused by the tourist or depends on the non-foreseeable or inevitable character of a third party, or in the case of fortuitous

events or force majeure.

18. CLAIMS AND COMPLAINTS

Any failure in the execution of the contract must be contested by the tourist during the tour so that the organizer, its local representative or guide can resolve the issue promptly.

Otherwise the compensation will be reduced or excluded (art. 1227 of the Italian Civil Code). The tourist is also obliged to file a valid complaint – under penalty of forfeiture - by sending a registered letter with acknowledgment of receipt, or other means that guarantee proof of receipt, to the organizer or intermediary, within ten working days from the date of return to the place of departure.

19. INSURANCE FOR CANCELLATION AND REPATRIATION

If not expressly included in the price, at the time of the booking it is possible – and recommended – to stipulate at the organizer's or intermediary's office a special insurance policy that covers the costs arising from the cancellation of the package, from possible accidents and from the loss of luggage or damage to it.

It is also possible to stipulate an assistance contract which covers the expenses of repatriation in case of accident, illness, fortuitous events and/or force majeure. The tourist will exercise the rights arising from insurance contracts exclusively against the contracting insurance companies, under the terms and conditions provided by these policies.

20. ALTERNATIVE DISPUTE RESOLUTION

Pursuant to art. 67 of the Tourism Code, the organizer may offer the tourist – via catalogue, on the website or in other ways – an alternative solution to any dispute. In the event that the special conditions indicated in the catalogue, other contractual documentation or on the organizer's website provide a specific clause for mediation and/or settlement of disputes, in accordance with art. 67 of the Tourism Code, regarding mediation the regulations of the Legislative Decree no. 28 of 4.03.2010 apply, and regarding settlement the regulations established in the voluntary or parity conciliation protocol, adopted by the Conciliation Commissions to which the clause inserted will refer. The mediation procedure is a prerequisite condition for the initiation of a legal claim.

21. GUARANTEE FUND

(Art. 51 of the Tourism Code)
Contracts in organized tourism include a guarantee provided by the travel organizer and intermediary who, for trips abroad and within a single country, guarantee, in cases of insolvency or bankruptcy of the organizer or intermediary, the reimbursement of the price paid for the purchase of the package holiday and the immediate repatriation of the tourist.

Europalan Agency S.p.A. is covered by insurance policy no. 6006002538/Q with the company named Filo Diretto S.p.A. according to art. 9/115/2015 Private Guarantee Fund.

22. RATES

All prices are expressed in euro. Unless expressly stated otherwise, the decimal places are equal to 0.00.

ADDENDUM GENERAL CONDITIONS OF SALES CONTRACT OF SINGLE TOURIST SERVICES

A) LEGAL PROVISIONS

Since contracts concerning transportation and accommodation only, or any other separate tourist service, cannot be considered as a contractual case of an organized tour, that means package holiday; they are subject to the following regulations of the CCV (International Convention on Travel Contracts): art. 1, no. 3 and no. 6; art. from 17 to 23; art. from 24 to 31 (limited to parts of such regulations that do not refer to the contract of organization) as well as other agreements which refer specifically to the sale of any single contract service. The seller that agrees to provide to third parties, also by electronic means, a separately combined tourist service, shall provide the tourist with documents relating to this service that show the amount paid and he may in no way be considered travel organizer.

B) CONTRACT CONDITIONS

To such contracts are also applicable the following clauses of the general sale contract conditions of package holidays as indicated above: art. 6 paragraph 1; art. 7 paragraph 2; art. 13; art. 18.

The application of these articles does not at all determine the configuration of the relative contracts as organized package holiday. The terminology of the mentioned clauses relating to the package holiday contract (organizer, trip, etc.) shall be understood with reference to the corresponding figures of the sale contract of single tourist services (seller, accommodation, etc.).

MANDATORY INFORMATION PURSUANT TO ARTICLE 16 OF LAW 269/98

Any crimes related to prostitution and child pornography, even if committed abroad, are punishable by Italian law with imprisonment.

Information pursuant to Art. 13 of Legislative Decree no. 196/2003

The processing of personal data, whose supply is necessary for the conclusion and execution of the contract, is managed in full compliance with DLGS 196/2003, in both paper and electronic form. Data will be communicated to the sole suppliers of the services included in the package holiday. The tourist may exercise his/her rights according to art. 7 of Legislative Decree no. 196/03 at any time by contacting the data controller Europalan S.p.A. in Via G. D'Annunzio 11, 37011 Bardolino (VR), the manager Mr. David Berti as its legal representative, who has appointed Mr. Dorian Dal Corso as data processor.

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