

Standard information form for tourist package contracts

The combination of tourist services proposed to you is a package under Directive (EU) 2015/2302, implemented in Italy with Legislative Decree 21.5.2018, n. 62, that has modified the articles 32–51 of Legislative Decree 79/2011 (Tourism Code). Therefore, you will benefit from all the EU rights that apply to the packages.

Ondazzurra Viaggi s.a.s. – based in Via degli Aranci 156 Sorrento (NA) Italy – is fully responsible, pursuant to art. 42 of the Tourism Code, of the correct implementation of the package as a whole. Furthermore, as required by law, Ondazzurra Viaggi s.a.s. has a protection to reimburse your payments and, if the transport is included in the package, guarantee your repatriation in case you become insolvent

Fundamental rights under Directive (EU) 2015/2302

- 1. Travelers will receive all the essential information on the package before the conclusion of the tourist package contract, as indicated in the following points, as well as in a more comprehensive and exhaustive way on the Ondazzurra Viaggi catalogs, as well as in the general terms and conditions published on the website www.ondazzurra-travel.com.
- 2. Ondazzurra Viaggi s.a.s. is responsible for the correct execution of the tourist services included in the contract.
- 3. An emergency telephone number or contact point will be communicated to travelers to reach the organizer or travel agent.
- 4. Travelers may transfer the package to another person, subject to reasonable notice and possibly upon payment of additional costs.
- 5. The price of the package can only be increased if specific costs increase (for example, fuel prices, national and local taxes, etc.) and if expressly provided for in the contract and, in any case, no later than 20 days from the start of the package. If the price increase is higher than 8% of the package price, the traveler can solve the contract. If the organizer reserves the right to increase the price, the traveler is entitled to a price reduction if there is a decrease in the relevant costs.
- 6. Travelers may terminate the contract without matching termination fees and obtain full repayment of payments if any of the items essentials of the package, different from the price, has changed substantially. If, before the start of the package, the professional responsible for the package cancels the same, travelers have the right to obtain reimbursement and, where appropriate, indemnity.
- 7. Travelers may, under exceptional circumstances, terminate the contract without having to pay termination fees before the start of the package, for example if there are serious safety problems at the place of destination which may affect the package. Moreover, travelers can at any time before of the start of the package, withdraw from the contract on payment of standard penalties as indicated above or, failing that, the appropriate and justifiable ones calculated pursuant to art. 41, paragraph 1 of the Tourism Code.
- 8. If, after the start of the package, substantial elements of the same can not be provided as agreed, then the eligible traveler must be offered alternative solutions, without extra charge. Travelers can terminate the contract, without corresponding termination costs, if the services are not performed according to what has been agreed and this significantly affects the execution of the package and the organizer has not remedied the problem.
- 9. Travelers also have the right to a price reduction and/or compensation for damages in case of non-compliant or non-compliant execution of the tourist services.
- 10. The organizer is required to provide assistance if the traveler is in difficulty.
- 11. If the organizer or, in some Member States, the seller becomes insolvent, the payments will be repaid. If the organizer or, where appropriate, the seller becomes insolvent after the start of the package and if transport is included in it, the repatriation of travelers is guaranteed.

Ondazzurra Viaggi s.a.s. has signed a protection in the event of insolvency through the Guarantee Fund with the company TUA Assicurazioni S.p.A. (polizza nr 40321512001779 — Consorzio Fogar — Fiavet) for the protection of Travelers. Contacts: Operation Center 24 hours tel. 800 833 800 from Italy — tel. +39 02 241 286 93 outside Italy.

Travelers can contact this organization or, where appropriate, the Ministry of Cultural Heritage and Tourism - General Directorate of Tourism, competent Italian authority pursuant to art. 48, paragraph 2 of the tourism code, based in Via del Collegio Romano, 27, 00186 Roma, Italy. Tel +39 800 99 11 99 - if the services are denied due to insolvency of the Organizer and Seller.

12. The traveler is informed that he can take out insurance cover that covers the withdrawal penalties by the traveler or the costs of assistance and return, in case of accident, illness or death. The covers may be indicated by the Organizer as mandatory for their package offers.

For more information on the fundamental rights of the purchaser of travel packages (as defined by art 32, comma 1, letter G of the Tourism Code, please consult the text in accordance with directive (EU) 2015/2302, and by D.Lgs. 21.5.2018, number 62 of transposition, published on the website www.gazzettaufficiale.it/eli/id/2018/06/06/18G00086/sg

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