



## GENERAL CONDITIONS CONTRACT OF TOURIST PACKAGE

The trips are organized by Ondazzurra Viaggi s.a.s. with License number 607133 issued by the Campania Region and are covered, for civil and professional responsibility towards customers, pursuant to applicable laws, by insurance stipulated with TUA Assicurazioni S.p.A. with policy number 40321512001737

### CONTENT OF THE SALE CONTRACT FOR THE TOURIST PACKAGE

As well as the general conditions that follow, the description of the tourist package contained in the catalog, or in the separate, is an integral part of the travel contract, the travel program, as well as the booking confirmation of the services requested by the traveler together with the documents referred to in art. 36 paragraph 8 of the Tourism Code. When the contract is intermediated by a travel agency the confirmation of the booking is sent by the Tour Operator to the Travel Agency, as agent of the Traveler and the latter will have the right to receive it from the same. In signing the offer for the purchase and sale of a tourist package, the Traveler expressly declares to have understood and accepted, for himself and for the subjects for who asks for the all-inclusive service, both the travel contract as governed therein, and the warnings contained therein, and the present general conditions.

#### 1. REGULAR SOURCES

The sale of tourist packages, which have as their object services to be provided in both national and international territory, is governed by Articles. 32-51 novies of Legislative Decree no. 79 of May 23, 2011 (so-called "Tourism Code", later CdT), as currently amended by Legislative Decree no. 62 of 06.06.2018 implementing EU Directive no. 2015/2302, as well as by the provisions of the Code Civil in terms of transport, service contract and mandate, as applicable, and the Navigation Code (RD No. 327 of 30.03.1942). **The Italian jurisdiction shall have exclusive jurisdiction over any legal dispute which might arise concerning to the interpretation, application and enforcement of the contracts, governed by these general conditions.**

#### 2. ADMINISTRATIVE RULES

The organizer and the agency selling the tourist package, to which the traveler applies, must be authorized to carry out their respective activities according to the legislation in force. Before the conclusion of the contract, the Organizer and the seller make known to third parties the details of the insurance policy for the coverage of risks deriving from civil liability professional, as well as the details of the guarantee against the risks of insolvency or bankruptcy of the organizer and the seller, each for its own responsibility, for the purpose of return of the sums paid or the return of the traveler to the place of departure.

#### 3. DEFINITIONS (ARTICLE 33 CdT)

For the purposes of this contract we intend to:

- Traveler: anyone intending to conclude or conclude a contract or is authorized to travel on the basis of an organized tourism contract;
- Professional: any natural or legal public or private person who, in the context of his commercial, industrial, craft or professional activity, acts in tourism contracts organized, also through another person acting in his name or on his behalf, as an organizer, seller, professional facilitating related travel services or service provider tourism, in accordance with current legislation;
- Organizer: the professional who combines packages and sells them or offers them for sale directly or through or together with another professional;
- Seller: the professional other than the Organizer who sells or sells packages combined by an organizer.

#### 4. CONCEPT OF TOURIST PACKAGE (Article 33, paragraph 1, No. 4, letter c) CdT)

A tourist package means the "combination of at least two different types of tourist services for the purpose of the same trip or holiday, if at least one of the following occurs. conditions:

- 1) that such services are combined by a single professional, even at the request of the traveler or in accordance with his selection, before a single contract is concluded for all services;
- 2) these services, even if concluded with separate contracts with individual tourist service providers, are:
  - 2.1) purchased at a single point of sale and selected before the traveler consents to payment;
  - 2.2) offered, sold or billed at a flat or global price;
  - 2.3) advertised or sold under the designation "package" or similar name;
  - 2.4) combined after the conclusion of a contract with which the trader allows the traveler to choose between a selection of different types of tourist services, or purchased at the distinguished professionals through connected online booking processes where the name of the traveler, the details of the payment and the e-mail address are transmitted by the professional with whom the first contract is concluded to one or more professionals and the contract with the latter or the latter professionals is concluded no later than 24 hours after the confirmation of the reservation of the first tourist service.

#### 5. PRE-CONTRACTUAL INFORMATION TO THE TRAVELER (ARTICLE 34 CdT)

1. Before the conclusion of the tourist package contract or a corresponding offer, the organizer and, in the event that the package is sold through a seller, the latter, provide the traveler with the relevant standard information form in Annex A, Part I or Part II of the CdT, as well as the following information:

- a) the main characteristics of tourist services, such as:
    - 1) the destination or destinations of the trip, the itinerary and the periods of stay with relative dates and, if the accommodation is included, the number of nights included;
    - 2) means, characteristics and categories of transport, places, dates and times of departure and return, duration and location of intermediate stops and connections; in case the exact time is not yet established, the organizer and, where appropriate, the seller, inform the traveler of the approximate time of departure and return;
    - 3) the location, main characteristics and, where applicable, the tourist category of the accommodation in accordance with the regulations of the country of destination;
    - 4) meals provided;
    - 5) visits, excursions or other services included in the total agreed price of the package;
    - 6) tourist services provided to the traveler as a member of a group and, in this case, the approximate size of the group;
    - 7) the language in which the services are provided;
    - 8) if the trip or the holiday is suitable for people with reduced mobility and, at the request of the traveler, precise information on the suitability of the trip or holiday taking into account of the traveler's needs;
  - b) the commercial name and the geographical address of the organizer and, where present, of the seller, their telephone numbers and e-mail addresses;
  - c) the total price of the package including taxes and all fees, taxes and other additional costs, including any administrative and handling costs, or, where these are not reasonably calculable before the conclusion of the contract, an indication of the type of additional costs that the traveler might still have to bear;
  - d) the method of payment, including any amount or percentage of the price to be paid as a down payment and the calendar for the payment of the balance, or the financial guarantees that the traveler is required to pay or provide;
  - e) the minimum number of people required for the package and the deadline referred to in Article 41, paragraph 5, letter a), before the start of the package for the eventual termination of the contract in case of failure to reach the number;
  - f) general information concerning the conditions on passport and visa, including approximate times for obtaining visas and the health formalities of the country of destination;
  - g) information on the option for the traveler to withdraw from the contract at any time before the start of the package upon payment of adequate withdrawal expenses, or, if any, of the standard withdrawal costs requested by the organizer pursuant to article 41, paragraph 1 of the CdT;
  - h) information on the optional or compulsory subscription of an insurance covering the costs of unilateral termination of the contract by the traveler or the costs of assistance; including the return, in case of accident, illness or death;
  - i) the details of the coverage referred to in Article 47, paragraphs 1, 2 and 3 CdT.
2. For tourism package contracts referred to in Article 33, paragraph 1, letter d), stipulated by telephone, the organizer or professional shall provide the traveler with the standard information referred to in Annex A, Part II, to this decree, and the information referred to in paragraph 1.

#### 6. CONCLUSION OF THE TOURIST PACKAGE CONTRACT (ARTICLE 36 CdT)

1. The proposal for the purchase and sale of a tourist package must be drawn up on a specific contract form, if applicable electronically or, in any case, on a durable medium, completed in every part and signed by the customer, who will receive a copy. The acceptance of the offer for the sale of the tourist package is considered completed, with the consequent conclusion of the contract, only when the organizer sends a confirmation, also by electronic means, to the traveler at the Travel Agency, who will take care of the delivery to the same traveler. The indications relating to the tourist package not contained in the contractual documents, in the brochures or in other means of written communication, will be provided by the organizer, in regular fulfillment of the obligations provided for by art. 36, paragraph 8, CdT., Before the start of the trip.

2. Special requests on the methods of delivery and / or execution of certain services included in the tourism package, including the need for airport assistance for people with reduced mobility, the request for special meals on board or in the resort, must be advanced during the booking request and be subject to specific agreement between Traveler and Organizer, through the Mandatory Travel Agency.

3. In the case of contracts negotiated away from business premises, the traveler has the right to withdraw from the package travel contract within a period of five days from the date of conclusion of the contract or from the date on which it receives the contractual conditions and the preliminary information if later, without penalty and without giving any reasons. In the case of offers with rates significantly lower than current offers, the right of withdrawal is excluded. In this last case, the organizer documents the price variation by highlighting appropriately exclusion of the right of withdrawal (Article 41, paragraph 7, CdT).

#### 7. PAYMENTS

1. Unless otherwise indicated in the pre-contractual information or in the contract, when signing the purchase offer for the tourist package, the following must be paid:
  - a) the registration fee or practical management (see art.8);
  - b) deposit of the price of the tourist package published in the catalog or in the quotation of the package provided by the Organizer. The balance must be and must be paid within the term established by the Tour Operator in its catalog or in the booking confirmation of the service / package requested;
2. For reservations after the date indicated as the deadline for making the balance, the full amount must be paid at the time of signing the purchase proposal;
3. Failure to pay the sums referred to above, on the agreed dates, as well as the non-return to the Tour Operator of the sums paid by the Traveler to the Seller, and any warranty actions pursuant to art. 47 CdT against the latter, constitutes an express termination clause pursuant to art. 1456 cod. civ. such as to determine the termination of the right by operate with simple written communication, by fax or by e-mail, at the seller's agency, or at the electronic address, where communicated, of the traveler. The balance of the price yes it is considered to have taken place when the sums reach the organizer directly from the traveler or through the intermediary Travel Agency from the same chosen traveler.

#### 8. PRICE (ARTICLE 39 CdT)

1. The price of the tourist package is determined in the contract, with reference to what is indicated in the catalog, or program out of the catalog and to any updates of the same catalogs or out-of-



catalog programs subsequently intervened, or on the Operator's website.

2. After conclusion of the tourist package contract, prices may be increased as indicated by the Organizer, with a maximum of 8% only if the contract provides for it expressly and accurately that the traveler is entitled to a corresponding price reduction, as well as how to calculate the price revision. In this case, the traveler has the right to a reduction in the price corresponding to the reduction in costs referred to in paragraph 2, letters a), b) and c), which occurs after the conclusion of the contract and before the start of the package.

3. Price increases are possible only as a result of changes concerning:

a) the price of passenger transport based on the cost of fuel or other energy sources;

b) the level of taxes or fees on tourist services included in the contract imposed by third parties not directly involved in the execution of the package, including landing, disembarkation and boarding in ports and airports;

c) exchange rates relevant to the package.

4. If the price increase referred to in this article exceeds 8 percent of the total price of the package, article 40, paragraphs 2, 3, 4 and 5 CdT applies.

5. An increase in price, regardless of its size, is possible only after clear and precise communication on durable support by the organizer to the traveler, together with the justification for this increase and the method of calculation, at least twenty days before the start of the package.

6. In the event of a price reduction, the organizer is entitled to deduct the administrative and management costs of the actual practices from the reimbursement due to the traveler, which he is obliged to provide proof upon request by the traveler.

#### **9. AMENDMENT OR CANCELLATION OF THE TOURIST PACKAGE BEFORE DEPARTURE (ARTICLE 40 CdT)**

1. Before the start of the package, the organizer can not unilaterally modify the conditions of the contract other than the price in accordance with Article 39, unless this right has been reserved in the contract and the change is of little importance. The organizer communicates the change to the traveler in a clear and precise manner on a durable medium.

2. If, before the start of the package, the organizer is forced to change significantly one or more main features of the tourist services referred to in Article 34, paragraph 1, letter a), or can not meet the specific requests referred to in Article 36 (5) (a), or proposes to increase the package price by more than 8 per cent pursuant to Article 39, paragraph 3, the traveler, within a reasonable period specified by the organizer, can accept the proposed modification or withdraw from the contract without corresponding withdrawal expenses. In case of withdrawal, the organizer can offer the traveler a replacement package signed by of equivalent or superior quality.

3. The organizer shall inform the traveler in a clear and precise manner on a durable medium without undue delay:

a) of the proposed changes referred to in paragraph 2 and their impact on the price of the package pursuant to paragraph 4;

b) a reasonable period within which the traveler is required to inform the organizer of his decision pursuant to paragraph 2;

c) the consequences of the traveler's failure to reply within the period referred to in letter b) and of any replacement package offered and the relative price.

4. If the changes to the tourist package contract or the replacement package referred to in paragraph 2 involve a package of quality or lower cost, the traveler is entitled to an adequate price reduction.

5. In case of withdrawal from the tourist package contract pursuant to paragraph 2, if the traveler does not accept a replacement package, the organizer will refund without undue delay and in any case within fourteen days from the termination of the contract, all payments made by or on behalf of the traveler and the provisions of article 43, paragraphs 2, 3, 4, 5, 6, 7, 8 apply. CDT.

#### **10. WITHDRAWAL OF THE TRAVELER (ARTICLE 41 CdT)**

1. The traveler may withdraw from the tourist package contract at any time before the start of the package, upon reimbursement to the organizer of the expenses incurred, adequate and justifiable, the amount of which provides motivation to the traveler who requests it.

2. The tourist package contract may provide for standard cancellation fees, calculated based on the time of withdrawal from the contract and the expected cost savings and income provided that derive from the reallocation of tourist services.

3. In the absence of specification of the standard withdrawal penalties, the amount of the cancellation penalties corresponds to the price of the package, less the cost savings and the revenues deriving from the reallocation of tourist services.

4. In case of unavoidable and extraordinary circumstances occurring at the place of destination or in its immediate vicinity and having a substantial impact on the implementation of the package or on the carriage of passengers to the destination, the traveler has the right to withdraw from the contract, before the start of the package, without corresponding withdrawal costs, and to the reimbursement full payment for the package but is not entitled to additional compensation.

5. The organizer may withdraw from the tourist package contract and offer the traveler full refund of the payments made for the package, but is not required to pay a additional compensation if:

a) the number of persons registered in the package is lower than the minimum specified in the contract and the organizer communicates the withdrawal from the contract to the traveler within the deadline set in the contract and in any case no later than twenty days before the start of the package in the case of journeys lasting more than six days, seven days before the start of the package for journeys lasting between two and six days, forty-eight hours before the start of the package in the case of journeys lasting less than two days;

b) the organizer is not able to execute the contract due to unavoidable and extraordinary circumstances and communicates the withdrawal from the same to the traveler without unjustified delay before of the start of the package.

6. The organizer proceeds to all reimbursements required pursuant to paragraphs 4 and 5 or, with regard to the provisions of paragraphs 1 and 3, reimburse any payment made by or for the traveler's account for the package after deducting the appropriate expenses, without undue delay and in any case within fourteen days of withdrawal. In the cases referred to in paragraphs 4 and 5, yes determines the termination of functionally related contracts stipulated with third parties.

#### **11. REPLACEMENTS AND SALE OF THE TOURIST PACKAGE TO ANOTHER TRAVELER (ITEM 38 CdT)**

1. The traveler, upon notice to the organizer on a durable medium no later than seven days before the start of the package, may transfer the tourist package contract to a person who meets all the conditions for using the service.

2. The transferor and the assignee of the package travel contract are jointly responsible for the payment of the balance of the price and of any rights, taxes and other additional costs, including any administrative and management costs of the practices resulting from this sale.

3. The organizer shall inform the transferor of the actual costs of the assignment, which can not be unreasonable and which do not exceed the expenses actually incurred by the organizer in consequence of the transfer of the tourist package contract, and provides the assignor with proof of the rights, taxes or other additional costs resulting from the sale of the contract.

4. In any case, the Traveler requesting the variation of an element relating to a previously confirmed practice, provided that the request does not constitute a contract novation and always that implementation is possible, the tour operator will pay, in addition to the costs resulting from the modification, a fixed flat-rate cost

#### **12. OBLIGATIONS OF TRAVELERS**

1. During the negotiations and in any case before the conclusion of the contract, the Traveler shall be provided with general information in writing concerning passports and visas and health formalities necessary for expatriation.

2. For the rules regarding the expatriation of minors, please refer to what is indicated on the site of the State Police. It is however specified that minors must be in possession of a personal document valid for expatriation or passport, or for EU countries, also valid identity card for expatriation. Regarding the expatriation of children under 14 and the expatriation of minors for which the Authorization issued by the Judicial Authorities is necessary, the prescriptions indicated on the website of the Police of <http://www.poliziadistato.it/articolo/191/>.

3. Travelers will still need to retrieve the corresponding information through their diplomatic representations and / or their official government information channels. In any case travelers will, before departure, to check the update with the competent authorities (for Italian citizens the local police headquarters or the Ministry of Foreign Affairs through the site [www.viaggiaresecuri.it](http://www.viaggiaresecuri.it) or the Telephone Operational Center at 06.491115), adjusting before the trip. In the absence of such verification, no responsibility for the failure departure of one or more travelers may be imputed to the selling agency or organizer.

4. In any case, travelers must inform the seller and the organizer of their citizenship at the time of booking request for the tourist package or tourist service, and at the time of departure they must definitely check that they have the vaccination certificates, the individual passport and any other document valid for all the countries affected from the itinerary, as well as residence visas, transit visas and health certificates that may be required.

5. In addition, in order to evaluate the situation of socio-political security, health and any other useful information concerning the destination countries and, therefore, the objective usability of the services purchased or purchased, the traveler will have the burden of taking on the official general information at the Ministry of Foreign Affairs, and disseminated through the institutional website of the Farnesina [www.viaggiaresecuri.it](http://www.viaggiaresecuri.it). The information above is not contained in the TO - online or paper catalogs - since they contain general descriptive information as indicated in the information booklet and not temporally changing information. The same, therefore, must be assumed by the Travelers. Travelers will also have to stick to it compliance with the rules of normal care and diligence and with the specific rules in force in the destination countries of the trip, to all the information provided to them by the organizer, as well as to the regulations and administrative or legislative provisions relating to the tourism package. Travelers will be called to answer for all damages that the organizer and / or seller they must also suffer due to the failure to comply with the obligations indicated above, including the expenses necessary for their repatriation.

6. The organizer or seller who has indemnified or reduced the price, paid compensation for damages or was forced to comply with other obligations prescribed by the law, has the right of recourse against those who have contributed to the occurrence of the circumstances or the event from which the indemnity, the reduction of the price, compensation for the damage or the other obligations in question, as well as those required to provide assistance and accommodation services under other provisions, in the event that the traveler can not return to the place of departure. The organizer or seller who has compensated the traveler is subrogated, within the limits of the compensation paid, in all the rights and actions of the latter towards the third parties responsible; the traveler provides the organizer or seller with all the documents, information and elements in its possession useful for the exercise of the right to subrogation (Article 51d CdT).

#### **13. REGIME OF RESPONSIBILITY OF THE ORGANIZER (ARTICLE 42 CdT)**

1. The Organizer is responsible for the execution of the tourist services provided for in the tourist package contract, regardless of whether these tourist services are to be provided by the organizer himself, by his auxiliaries or persons in charge when they act in the exercise of their functions, by the third parties whose work he uses or by other providers of tourist services, in accordance with Article 1228 of the Civil Code.

2. The traveler, in accordance with articles 1175 and 1375 of the civil code, informs the Organizer, directly or through the seller, promptly, taking into account the circumstances of the case, any conformity defects detected during the execution of a tourist service provided for by the tourist package contract.

3. If one of the tourist services is not performed according to what is agreed in the tourist package contract, the Organizer remedies the lack of conformity, unless this proves impossible or it is excessively burdensome, taking into account the extent of the lack of conformity and the value of the tourist services affected by the defect. If the Organizer does not remedy the defect, yes Article 43 applies.

4. Without prejudice to the exceptions referred to in paragraph 3, if the Organizer does not remedy the lack of conformity within a reasonable period set by the traveler in relation to the duration and characteristics of the package, with the dispute made pursuant to paragraph 2, the traveler can personally remedy the defect and request reimbursement of the necessary, reasonable expenses and documented; if the Organizer refuses to remedy the lack of conformity or if it is necessary to deal with it immediately, the traveler does not need to specify a deadline.



5. If a lack of conformity, pursuant to Article 1455 of the Civil Code, constitutes a non-compliance of the tourist services included in a package and the Organizer is not negligible has not remedied you within a reasonable period established by the traveler in relation to the duration and characteristics of the package, with the objection made pursuant to paragraph 2, the traveler may, without charge, terminate the tourist package contract by right and with immediate effect or, where appropriate, request a price reduction, in accordance with Article however any compensation for damages. In the event of termination of the contract, if the package included the transport of passengers, the Organizer also provides for the return of the traveler with an equivalent transport without undue delay and without additional costs for the traveler.

6. Where it is impossible to ensure the return of the traveler, the Organizer shall bear the costs of the necessary accommodation, where possible of a category equivalent to what was stipulated in the contract, for a period of not more than three nights per traveler or for the longest period as may be required by European Union legislation on passenger rights, applicable to relevant means of transport.

7. The limitation of costs referred to in paragraph 6 shall not apply to persons with reduced mobility, as defined in Article 2, paragraph 1, letter a) of Regulation (EC) no. 1107/2006, and to their accompanying persons, pregnant women, unaccompanied minors and persons in need of specific medical assistance, provided that the Organizer has received notification of their particular needs at least forty-eight hours before the start of the package. The Organizer can not invoke unavoidable and extraordinary circumstances to limit the liability of which in this paragraph where the transport service provider can not rely on the same circumstances under the applicable European Union legislation.

8. If due to circumstances that are not attributable to the Organizer it is impossible to provide, in the course of execution, a substantial part, by value or quality, of the combination of services tourist packages agreed in the tourism package contract, the Organizer offers, without additional cost to be borne by the traveler, suitable alternative quality 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 it is not supplied as agreed. If the proposed alternative solutions result in a lower quality package than the one specified in the package travel contract, the Organizer grants the traveler an appropriate price reduction.

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

10. If it is impossible to provide alternative solutions or the traveler rejects the proposed alternative solutions, in compliance with the provisions of paragraph 8, the traveler is recognized price reduction. In the event of non-fulfillment of the obligation to tender referred to in paragraph 8, paragraph 5 shall apply.

11. Where, due to circumstances that are not attributable to the Organizer, it is impossible to ensure the return of the traveler as agreed in the tourist package contract, apply paragraphs 6 and 7.

#### 14. REGULATORY RESPONSIBILITY OF THE SELLER (Articles 50 - 51 quater CdT)

1. The Seller is responsible for the execution of the mandate given by the traveler with the travel brokerage contract, regardless of whether the service is rendered by the travel agent seller himself, by his auxiliaries or persons in charge when they act in the exercise of their functions or by third parties whose work he / she makes use of, due to the fulfillment of the obligations assumed to be assessed with regard to the diligence required for the exercise of the corresponding professional activity.

2. The Seller is not responsible for booking errors attributable to the traveler or due to unavoidable and extraordinary circumstances.

3. The right of the traveler to compensation for damages related to the responsibility of the Seller is prescribed in two years from the date of the return of the traveler to the place of departure.

#### 15. LIMITS OF COMPENSATION (Article 43, paragraph 5)

The tourist package contract may provide for the limitation of compensation payable by the organizer, except for personal injury or those caused intentionally or by fault, provided that this limitation is not less than three times the total price of the package. The right to compensation for damages to a person is prescribed in three years from the date of the traveler's return to the place of departure or in the longer period provided for compensation of damage to the person by the provisions regulating the services included in the package.

#### 16. POSSIBILITY TO CONTACT THE ORGANIZER THROUGH THE SELLER (ITEM 44 CdT)

1. The Traveler can direct messages, requests or complaints related to the execution of the package directly to the Seller through whom he purchased it, which, in turn, forwards timely such messages, requests or complaints to the Organizer.

2. For the purposes of compliance with the terms or periods of prescription, the date on which the seller receives messages, requests or complaints referred to in paragraph 1 is considered the date of receipt also for the Organizer.

#### 17. OBLIGATION OF ASSISTANCE (ARTICLE 45 CdT)

1. The organizer shall provide adequate assistance without delay to the traveler who is in difficulty even under the circumstances referred to in Article 42, paragraph 7 CdT, in particular by providing appropriate information on health services, local authorities and consular assistance and assisting the traveler in making distance communications and helping him find services alternative tourism.

2. The organizer may demand payment of a reasonable cost for such assistance if the problem is intentionally caused by the traveler or by his own fault, within the limits of the expenses actually incurred.

#### 18. INSURANCE AGAINST CANCELLATION AND REPATRIATION EXPENSES (Article 47, paragraph 10 of the CdT)

If not expressly included in the price, it is possible and advisable to stipulate, at the time of booking and through the Seller, special insurance policies against expenses arising from cancellation of the package, from accidents and / or diseases that also cover the costs of repatriation and loss and / or damage to the baggage. The rights arising from the contracts of insurance must be exercised by the traveler directly against the stipulating insurance companies, under the conditions and in the manner provided for in the policies themselves, as stated in the policy conditions published in the catalogs or displayed in the brochures made available to the Travelers at the time of departure.

#### 19. ALTERNATIVE INSTRUMENTS FOR SETTLEMENT OF DISPUTES (Article 36, paragraph 5, letter g) CdT)

The organizer can propose to the traveler - in the catalog, on the documentation, on his own website or in other forms - alternative resolution modalities of the protests arising (ADR - Alternative Dispute Resolution), pursuant to Legislative Decree 206/2005. In this case the organizer will indicate the type of alternative resolution proposed and the effects that such membership entails.

#### 20. PROTECTION OF THE TRAVELER (ARTICLE 47 CdT).

1. The organizer and the seller established in the national territory are covered by civil liability insurance contract in favor of the traveler for damages deriving from the violation of the respective obligations assumed with the respective contracts.

2. The tourist package organization contracts are assisted by insurance policies or bank guarantees or issued by the Funds referred to in paragraph 3 of art. 47 of the CdT, which, for travel abroad and trips that take place within a single country, including travel in Italy, 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 for the purchase of the package and the immediate return of the traveler in the event that the package includes the transportation of the traveler, as well as, if necessary, the payment of food and accommodation before returning. The guarantee is effective, appropriate to the volume of business and covers reasonably foreseeable costs, the amounts of payments made by or on behalf of travelers in relation to packages, taking into account the duration of the period between the payments on account and the final balance and completion of the packages, as well as the estimated cost of repatriation in the event of insolvency or bankruptcy of the organizer or seller.

3. Travelers shall benefit from protection in the event of insolvency or bankruptcy of the organizer or seller irrespective of their place of residence, place of departure or place of sale of the package and irrespective of the Member State in which the entity appointed to provide protection in the event of insolvency or bankruptcy is established.

4. In the cases provided for in paragraph 2, as an alternative to reimbursement of the price or immediate return, the continuation of the package can be offered to the traveler in the manner specified in the articles 40 and 42 CdT

#### 21. OPERATIONAL CHANGES

In view of the large advance with which the catalogs are published that show information on how to use the services, it is noted that the schedules and flight routes indicated in the acceptance of the proposal for the sale of the services may be subject to change as they are subject to subsequent validation. To this end, the traveler must request confirmation of the services to your Travel Agency before departure. The Organizer will inform the passengers about the identity of the actual carrier in the times and in the manner provided for in Article 11 of the EC Reg 2111/2005.

#### 22. Information pursuant to art. 13 of Legislative Decree 196/2003 and of art. 13 of Regulation (EU) 2016/679

Pursuant to art. 13 of Legislative Decree 196/2003 ("Privacy Code") and art. 13 of Regulation (EU) 2016/679, laying down provisions for the protection of persons and other subjects regarding the treatment of personal data, we wish to inform you that the personal data you provide will be processed in compliance with the aforementioned law and the confidentiality obligations to which held by the undersigned company

#### 23. OBLIGATORY COMMUNICATION WITHIN THE MEANING OF ARTICLE 17 OF LAW No. 38/2006.

Italian law punishes crimes relating to prostitution and child pornography with imprisonment, even if committed abroad.

– In case of conflicting interpretations, only the Italian version of the Terms & Conditions ("Condizioni generali per la prenotazione dei posti") is considered legally valid. –

#### Addendum – General terms and conditions for individual tourist services

##### A) REGULATORY PROVISIONS

The contracts concerning the offer of the transport service only, of the stay Soggiorno service only, or of any other separate tourist service, not possible to be configured as a case of travel organization or interpreted as a tourist package, are governed by the following provisions of the CCV: art. 1, n.3 and n.6; art. 17–23 (limited to those parts of these provisions that do not refer to the organization contract) as well as other agreements specifically referring to the sale of the individual service covered by the contract.

##### B) CONTRACT CONDITIONS

The following clauses of the general terms and conditions of sale of tourist packages listed above are also applicable to these contracts: Article 6 paragraph 1; article 7 paragraph 2; article 13, article 18. The application of these clauses does not in any way determine the configuration of the relative services as a package tour. The terminology of the aforementioned clauses relating to the package travel contract (organizer, trip, etc.) must therefore be understood with reference to the corresponding figures of the sales contract for individual tourist services (seller, stay, etc.).

It is specified that:

- The reference is always to working days.
- In the case of pre-established groups, the above penalties will be agreed upon from time to time.
- In any case, no reimbursement is up to the consumer who decides to interrupt the trip or stay for unilateral will.
- The quotas are expressed in Euros in whole units, the cents are intended ,00 (for example 314 = 314,00).

**Technical organization** : Ondazzurra Viaggi sas di Giannicola Apicella & C. – Via degli Aranci, 156/A – 80067 Sorrento (NA)