

GENERAL CONDITIONS OF CONTRACT FOR THE SALE OF TOURIST PACKAGES AND INSURANCE

01. Introduction. Definition of tourist package
02. Legislative Sources
03. Obligatory information. Data sheet
04. Bookings
05. Payments
06. Price
07. Change or cancellation of the package prior to departure
08. Withdrawal by customer
09. Modifications after departure
10. Substitutions
11. Obligations of participants
12. Hotel Classification
13. System of responsibility
14. Limits of compensation
15. Obligation to render assistance
16. Claims and complaints
17. Insurance to cover cancellation, repatriation, injury, baggage loss, accident and sickness
18. Guarantee fund

01. Introduction. Definition of tourist package

It is stated that:

- a) The party organizing and selling the tourist package, to whom the customer applies, must be in possession of the necessary administrative authorization to carry out their business;
- b) The customer has the right to receive a copy of the contract of sale for the tourist package (under the terms of art. 85 of the Consumer Code), this being a document which is essential for any possible access to the Guarantee Fund, as outlined in section 18 in the present General Conditions of Contract.

The definition of tourist package (under the terms of art. 84 of the Consumer Code, brought into effect by Directive 90/314/CEE) is as follows:

By “tourist packages” are intended “all-inclusive” trips, holidays or tours, resulting from the pre-established combination of at least two of the elements indicated below, being sold or offered for sale at an all-inclusive price and lasting for a period exceeding 24 hours, or rather a period of time including at least one night:

- a) Transport;
- b) Accommodation;
- c) Tourist services not accessory to transport or accommodation (omissis) ... which constitute a significant part of the “tourist package”.

02. Legislative Sources

The travel contract is concerned with the sale of a tourist package: programmes for such packages

are publicized on our site. The contract is regulated not only by the present general conditions but also by certain provisions indicated in the travel documents sent to the customer. The said contract, whether it concerns the provision of services within the home nation or abroad, is also regulated by Law no. 1084 of 27/12/1977, ratified and executed under the International Convention on Travel Contracts (CCV), signed in Brussels on the 23.4.1970, as well as by the abovementioned Consumer Code.

03. Obligatory information. Data sheet

The organizer is obliged to draw up a data sheet for every travel programme.

The following particulars must be included in the data sheet for the travel programme:

- Details of the administrative authorization of the organizer;
- Details of the insurance policy providing cover for the trip, where stipulated;
- The period of validity for the travel programme;
- The method and conditions for substitution (under art. 89 of the Consumer Code);
- Relevant exchange rate for the purposes of currency adjustment, citing day and exchange values.

04. Bookings

The booking request must be drawn up on the relevant contract form, or if the request is made online, the form must be fully compiled and then signed by the client, who will receive a copy of it. The booking procedure is determined to be completed, and the contract consequently concluded, only at the moment at which the organizer sends out the relevant confirmation, including by electronic means, either directly to the client or to the travel agency involved. The relative details of 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 before the commencement of the trip, in accordance with the obligations placed on him by article 87 paragraph 2 of the Consumer Code.

05. Payments

A down-payment of up to a maximum of 30% of the price of the tourist package must be made at the time of booking, with the balance to be paid at least 30 days before the date of departure. If the booking is made during the 30 days prior to departure, then the entire payment for the trip must be made in one sum. Failure to pay the amounts indicated above by the dates indicated constitutes implementation of a defeasance clause, giving the intermediary and/or agency the right to seek resolution by law.

06. Price

The price of the tourist package is set out in the contract, with reference to what is included in the programme for the trip. It can be subject to change in a period up to 20 days prior to the departure date, but only in consequence to variations in the following:

- Transport costs, including the price of fuel;
- Levies and taxes imposed on certain kinds of tourist service, landing charges, port or airport charges;
- Currency exchange charges applied to the package in question.

In the case of such variations, reference will be made to the rates of exchange and to the costs of the abovementioned charges in force at the time of publication of the programme, as outlined on the data sheet.

07. Modification or cancellation of the tourist package prior to departure

If the organizer or the vendor should need to make any significant variations to one or more elements in the contract during the period prior to departure, he is required to give the customer immediate notice in writing, indicating the type of modification and consequent variation in price. Should the customer not accept the proposal for modification as described in paragraph 1, he can then exercise his right to reclaim the sum already paid, or take advantage of an alternative tourist package within the terms of paragraphs 2 and 3 of section 8. The customer can exercise the right outlined above even when the cancellation is caused by the failure to obtain the minimum number of participants required for the travel programme; or results from acts of God or fortuitous events relating to the tourist package purchased. In the case of cancellations for reasons other than acts of God, unforeseen events or failure to obtain the minimum number of participants, and should the customer not wish to take up the offer of an alternative package, the organizer effecting the cancellation (under art. 1469A no.5 of the Civil Code and within the terms of the Consumer Code), must reimburse the customer with double the sum he has already paid and which has been collected directly by the organizer or through the travel agent. The sum to be repaid can never exceed double the sum, as specified in section 8, paragraph 4, if it was the customer who sought the cancellation.

08. Withdrawal by customer

The customer can withdraw from the contract, without payment of penalty, in the following circumstances:

- An increase in price, as outlined in section 6, exceeding 10%;
- A significant modification to one or more elements in the contract that could be objectively considered as fundamental to the enjoyment of the tourist package as a whole, which are proposed by the organizer after the conclusion of the contract itself but prior to departure, and are not accepted by the customer.

In cases such as the above, the customer has the right to do either of the following:

- Make use of an alternative tourist package, without payment of a price supplement, or with reimbursement of any excess payment should the second tourist package have a lower value than the first;
- Receive reimbursement just of that part of the cost already paid. This repayment must be made within seven working days of receipt of the request for reimbursement.

The customer must inform the organizer of this decision (to accept the modifications or to withdraw from the contract) within a period not later than two days after receiving notice of price increase or modification. Failure by the client to communicate his wishes within the period stipulated will be considered by the organizer as acceptance of the proposal put forward.

The customer who withdraws from the contract prior to departure, for reasons other than those outlined in the first paragraph (by withdrawal from the contract is meant total cancellation of the services or part of the services), is liable to forfeit his deposit as outlined in paragraph 1, section 5, and to pay penalty costs to the amounts indicated in the data sheet for the travel plan, also listed

here below:

- No penalty for up to 45 days before departure;
- From 45 to 30 days prior to departure: 20% penalty cost;
- From 30 to 20 days prior to departure: 50% penalty cost;
- After these periods: 100% penalty cost.

Notice of cancellation or change can only be considered as valid if communicated via Fax, post, or email, with further confirmation of having been read on the part of the organizer.

In all cases, no reimbursement will be given to anyone presenting himself at departure time, or to anyone who decides to interrupt a trip or stay already embarked upon. Similarly, no reimbursement will be due to anyone who cannot undertake a trip because the travel documentation required for leaving his home country is inaccurate or lacking.

09. Modifications after departure

If, after the departure, and for whatever reason except one due to the client, the organizer finds it impossible to provide an essential part of the services outlined in the contract, he must then find alternative solutions. In this case, the customer will not be charged any price supplement, and if the services offered are of a lower value than those projected, the client will receive reimbursement equivalent to the difference. If no alternative solution is possible, or the solution proposed by the organizer is refused by the client for serious and justifiable reasons, the organizer will provide, without extra charge, a means of transport equivalent to that originally envisaged, for return to the point of departure or to another agreed location consistent with the means of transport and seats available. The customer will then be reimbursed the equivalent of the difference between the cost of the services originally projected and the services provided up to the moment of premature return.

10. Substitutions

The client wishing to cancel can request to be substituted by another person, always on condition that:

- a. the organizer is informed of the fact in writing at least 4 working days before the date due for departure, receiving at the same time a communication containing all the details of the assignee;
- b. the assignee satisfies all the conditions for provision of service (in art. 89 of the Consumer Code), and in particular those requirements relating to passport, visas and health certificates;
- c. the assignee reimburses the organizer for all the additional expenses sustained in the substitution process: the amount to be calculated by the organizer prior to the transfer.

The client withdrawing and his substitute are jointly and severally responsible for the payment of the balance of the cost, as well as the sums mentioned under letter c) of the present section. Further possible methods and conditions of substitution are outlined in the data sheet accompanying our travel programmes.

11. Obligations of participants

The participants must be in possession of an individual passport or other document valid for all the countries included in the itinerary, as well as a visitor's and transit visa and health certificate where required. They should also take care to observe the normal rules of prudence and diligence, as well as those which particularly apply to the countries they are visiting, to take note of the information

supplied to them by the organizer, in addition to the rules and administrative or legislative conditions applicable to the tourist package. The participants will be held responsible for any damage suffered by the organizer as a result of their failure to fulfil the obligations listed above. The customer is required to provide the organizer with all the documents, information and other particulars in his possession useful in applying the right of surrogate in confrontations with third parties responsible for the damage. The customer is also responsible to the organizer for any prejudice accruing to him as a result of exercising the right of surrogate. The customer must likewise communicate in writing to the organizer, at the time of booking, any particular personal requests which could form the subject of specific agreements regarding the organization of the trip, always provided that these are realizable.

12. Hotel classification

The official classification of hotel establishments given in the travel programme or in other informative material will be based solely on the explicit, formal guidelines issued by the competent authorities in the country in which the service is provided. In the absence of official classifications recognised by the competent public authorities of countries, also members of the EU, in which the service applies, the tour operator reserves the right to provide his own description of the place of stay within his travel programme, so as to allow the customer to evaluate it before acceptance.

13. System of responsibility

The organizer is responsible for damage suffered by the customer as a result of total or partial failure to provide the services stipulated in the contract, whether these services are to be provided by him personally or by a third party. This applies unless it be proven that the event was caused by an action by the customer (including ventures voluntarily entered into by the customer during the execution of tourism services) or by circumstances outside the provision of services foreseen by the contract, by unforeseen occurrences, by acts of God, or by other circumstances that the same organizer, acting with professional diligence, could not reasonably foresee or resolve. The vendor with whom the tourist package was booked is not responsible in any case for the obligations arising from the organization of the trip, but is only responsible for the obligations arising from his position as intermediary, and therefore his responsibilities are limited to those outlined in the regulations currently in force.

14. Limits of compensation

Compensation for damage to persons cannot in all cases exceed the limits set out in the international conventions to which Italy and the European Union are signatories, with reference to cases in which failure to execute certain duties determines responsibility. To be precise, these conventions are: the Warsaw Convention of 1929 regarding international air transport, whose text was modified at Aja in 1955; the Berne Convention on rail transport (CIV); the Paris Convention of 1962 on the responsibilities of hoteliers, with reference to article 1788 and following in the text; and the Brussels Convention of 1970 (CCV) on the responsibilities of the organizing party. In every case the limit of damages payable cannot exceed the sum of 50,000 gold Germinal Francs for damage to persons, 2,000 gold Germinal Francs for damage to things, and 5,000 gold Germinal Francs for any other type of damage (art 13 no. 2 CCV).

15. Obligation to render assistance

The organizer is required to render the customer those measures of assistance, imposed by principles of professional diligence, exclusively with reference to the obligations placed on him within the terms of the law or of the contract. The organizer is not responsible in his dealings with the customer for any failure on the part of the vendor to fulfil the obligations placed on him.

The organizer and the vendor are likewise exonerated from their respective responsibilities (see sections 13 and 14 of the present General Conditions), when the lack or insufficient execution of the contract is attributable to the customer, or dependent on unforeseeable or inevitable causes, or on fortuitous events or acts of God.

16. Claims and complaints

Any failure to execute the terms of the contract must be reported by the customer without delay, so that the organizer, his local representative or the accompanying assistant can seek to resolve the problem promptly and fairly. The customer can also make a formal complaint to the organizer or vendor, by means of a registered letter with notice of receipt, within, and not above, a period of ten working days of his return to his point of departure. In this case also, the organizer will guarantee a prompt response.

17. Insurance to cover the expenses of cancellation, repatriation, injury and baggage loss

Solanda Tours & DMC, in collaboration with Mondial Assistance (a company specializing in insurance cover for the tourist sector) offers all those participating in its trips the opportunity to take out an insurance policy with excellent contractual conditions and at a particularly favourable rate. The policy subscribed to will cover, in its various formulations, enforced cancellation of the trip for reasons of sickness, accident or death, due to calls upon the judicial authorities, failure to reach the point of departure or whatever other motive, such as rendering travel or baggage assistance.

18. Guarantee Fund

A National Guarantee Fund was instituted by the “Direzione Generale per il Turismo del Ministero delle Attività Produttive” (Governing Board for Tourism at the Ministry of Productive Activities) to which the customer may turn (under the terms of art. 100 of the Consumer Code) in the case of insolvency or declared bankruptcy on the part of the vendor or organizer, to receive cover for the following:

- a) Reimbursement of the price paid;
- b) His repatriation in the case of travel abroad.

The Fund is also obliged to give immediate economic assistance in the case of enforced repatriation of tourists from countries outside the EU in cases of emergency, whether or not these are attributable to the behaviour of the organizer.

The Fund's methods of operation were established by the decree of the President of the Council of Ministers (23/07/99, no. 349 G.U. no. 249 of 12/10/1999).

GENERAL CONDITIONS OF CONTRACT RELATING TO THE SALE OF INDIVIDUAL TOURIST SERVICES

A) statutory provisions

Contracts whose subject only relates to the provision of a transport service, of accommodation, or of any other separate tourist service, which cannot be regarded as examples of negotiating the organization of a trip or tourist package, are regulated by the following dispositions of the CCV: art. 1, no. 3 and no. 6; arts. 17 to 23; arts. 24 to 31 with regard to expectations different from those relating to a contract of organization or other agreements specifically referring to the sale of single contractual services.