

## **GENERAL TERMS AND CONDITIONS OF SALE CONTRACTS FOR TOURIST PACKAGE**

Given that:

(A) The tourist is entitled to receive a copy of the tourist package contract (in accordance with art. 35 of the Tourism Code), which is an indispensable document to enjoy the Guarantee Fund referred to in art. 4 of the General Conditions of the contract.

The definition of tourist package (art. 34 of the Tourism Code) is as follows: tourist packages

deal with travel, holidays and "all inclusive" circuits, resulting from the combination of at least two of the items listed below, sold at a flat rate and which last more than 24 hours - i.e. extending for a period of at least one night: a) transport, b) accommodation, c) Not related transport or accommodation services (*omissis*) which constitute a significant part of the "TOURIST PACKAGE".

### **Art. 1. ORGANIZER - APPLICABLE LAWS - LEGISLATIVE SOURCES**

The contract is ruled by the following provisions taken from relevant international conventions, as applicable, and national laws. In particular:

- From the law 27/12/1977, no. 1084 through which it was ratified the International Convention on the Travel Contract (CCV) signed in Brussels on 23 April 1970,
- From the European Union Regulation no. 261/2004
- From the Annex 1 to the Legislative Decree no. 79 of May 23, 2011 (Tourism Code), as well as all other relevant laws of the Italian code. In any type of contract, regardless of the destination, the sole applicable law is the Italian law.

### **Art. 2. CONTENT OF THE CONTRACT - DESCRIPTION OF THE TOURIST PACKAGE**

This contract is made up of the General Terms and Conditions, as well as the catalogue or the printed program. The description of the tourist package covered by the contract is available in the the website, the catalogue or the printed program.

### **Art. 3. PRICE - REVISIONS - ACCESS**

The price of the tourist package is determined in the contract.

The booking procedure is considered completed once the payment of the deposit, mentioned within the travel program, is made.

The balance must be settled within 25 working days prior to departure. If the reservation is made within 20 days prior to departure, the customer will make the full payment during the booking procedure.

Failure in the balance payment will cause the termination of the contract with the application

of penalties mentioned in this contract under point 7.2

### **Art. 4 INSURANCE - GUARANTEE FUND**

According to art. 50, paragraphs 2 and 3 of the Legislative Decree 23 May 2011 n. 79 (Tourism Code) and further modifications, organized tourism contracts are

supported by appropriate guarantees provided by the organizer and the travel agency, which, for journey abroad or within a single country, ensure, in cases of insolvency or bankruptcy of the the organizer, the repayment of the paid price and repatriation of tourists when traveling abroad.

Guarantees for buyers of tourist packages sold according to these General Conditions - in compliance with Article 50, paragraphs 2 and 3 of Tourism Code - are insured through the admission of the travel agent to the **Fondo di Garanzia Viaggi Srl**, based in Rome, via Nazionale 60 ([www.garanziviaggi.it](http://www.garanziviaggi.it)).

The travel organizer will indicate the details of the legal entity entitled to safeguard those guarantees by providing suitable information to tourists (technical form, catalogue, account statement, booking confirmation of the tourist package, etc.).

Agency / T.o. Registered with the Fondo di Garanzia Viaggi S.r.l. ([www.garanziviaggi.it](http://www.garanziviaggi.it))

based via Nazionale 60, Rome - Certificate number A / 317.1322 / 1 for the purposes of Art. 50, paragraphs 2 and 3, Legislative Decree 79/2011 and further modifications.

In accordance with the art. 50 of the Tourism Code, the organizer has stipulated the following insurance policy:

Insurance: ALLIANZ, policy number.79396032

According to the art. 51 of the Tourism Code, a Guarantee Fund has been established at

Presidency of the Council of Ministers. Thanks to this fund, customers will be refunded in cases of insolvency or bankruptcy of the seller or the organizer and repatriated in cases of travelling abroad. The fund must also provide immediate economic resources in cases of forced repatriation of tourists coming from non-EU countries and in cases of emergencies attributable or not to the organizer.

#### **Art. 5 SPECIFIC AGREEMENTS**

While booking, the customer can indicate his requests or requirements that may be subject to specific arrangements, whether technically possible.

In that case, specific agreements will be included in the contract.

Upon conclusion of the contract, any changes, whether required by the customer or by the organizer, must be subject of a specific written agreement.

#### **Art. 6 TERMINATION OF THE CONTRACT**

If the customer can't enjoy the tourist package, he/she may transfer the contract rights to a third subject, if he/she meets all the conditions and requirements of the tourist package. In this case the customer must inform the organizer of his intention to transfer the contract to another subject. He can do it by registered mail, or, in case of urgency, by telegram or fax, which must be received within and no later than 4 days before departure, indicating the generality of the transferee (name, surname, sex, date of birth, citizenship ...). The transferee must meet all the conditions required in compliance with ex art. 39 of the Tourism Code, in particular those requirements related to passports, visas and health certificates. Following the assignment, the transferor and the transferee are firmly obliged to pay the tourist package and related sale costs.

### **Art. 7 CONVENTION OF THE TRAVEL**

The travel can be cancelled by the organizer without this event being considered a breach of the contract, up to 21 days before departure in case of:

- Failure to reach the minimum number of participants required for the itinerary;

- For reasons of force majeure mentioned art. 1463 of the Italian Civil Code.

Deposits of the participants will be refunded.

### **Art. 8 ANNULMENT**

The customer has the right to withdraw from the contract, without any penalty, in the

following case:

- The amendment to a significant extent of one or more elements of the contract which may be objectively considered as of fundamental importance for the purposes of the enjoyment of the tourist package proposed by the organizer as a whole following the stipulation of the contract itself but prior to departure and not accepted by the tourist.

In the hypothesis indicated, or when the organizer cancels the tourist package prior to departure, for any reason except for the customer's own fault, the latter has the following, alternative, rights:

- choose another equivalent tourist package or, if not available, another one of better quality without additional costs, or a lower quality tourist package, with the return of the price difference.
- To be refunded only that part of the money already paid. Such refund shall be effected within 7 working days from the time of the communication to withdraw, or to accept, the alternative proposal under the next paragraph, or in cases of cancellation. The customer must inform the organizer writing his choice to annul the contract or to accept an alternative tourist package within and no later than 2 days after receiving the alternative proposal. In addition, the customer, supported by specific evidences, is also entitled to compensation for any additional damages that he/she suffered as a result of failing to execute the contract. The customer shall not be entitled to compensation for any further damage if the cancellation is due to force majeure, if there is not a minimum number of participants, as required in the Travel Schedule, and if the customer has been notified the lack of participants at least 20 days before the departure date.

### **Art. 9 CUSTOMER CANCELLATION (Cancellation Policy)**

If the customer wants to terminate the contract outside the hypotheses listed in article 7, the following conditions shall apply:

A) 10% of the price up to 30 days before departure

B) 30% of the price from 29 to 11 days before departure

C) 75% of the price from 10 to 3 days before departure.

No refund is due after this deadline.

Participation fees will not be refunded in cases of problems with identity documents or if the customer will not submit at the departure day.

### **Art. 10 CHANGES AFTER DEPARTURE**

The visit sequence for all organized tours may be subjected to modification, while keeping the core contents of the program unchanged. After the

departure, if an essential part of the services included in the contract can not be provided, the organizer will set up appropriate alternative solutions for the continuation of the journey without any charge for the customer, or refunds the latter considering the difference between the benefits originally provided and those performed, without compensation for any further damage caused to the consumer. If no alternative solution is available or the customer does not accept it for a justified reason, the organizer will provide the customer with an equivalent transport to take him back to the place of departure or to another agreed place, depending on the availability of vehicles and places, and he will return the difference between the cost of the services provided and the performance of the services till the early repatriation.

### **Article 11 OBLIGATIONS OF PARTICIPANTS**

Participants must be provided with an individual passport or other valid identity document. In any case, they must check their own documents with the competent authorities before departure. In the absence of such verification, the organizer will not be liable for missed departures.

Participants shall also observe the rules of normal prudence and diligence, as well as all the information provided by the organizer and the regulations and administrative or legislative provisions related to the tourist package. Tourists will be liable for any damage which the seller and/or the organiser may suffer as a result of failure to comply with the above mentioned obligations. The tourist is, moreover, bound to supply the organiser with all documents, information and other elements in his possession which may be useful to the latter in exercising the right of subrogation against third parties responsible for the damage (Article 48 of Legislative Decree 79/2011) and he is liable towards the organiser should he obstruct the latter in the exercising of its right of subrogation. While booking, the customer must inform the organizer of any particular requests or requirements which may form part of a specific arrangements, whether technically possible.

### **Art. 12 HOTEL CLASSIFICATION**

The official classification of hotel structures is provided in the catalogue or in other informative materials only if it is formally indicated by competent authorities. In the absence of recognized official classifications, the organizer has the right to provide in its catalogue or documents its own qualitative assessment of the accommodation structure to properly inform the customer before his final choice.

### **Art. 13 RESPONSIBILITY OF THE ORGANIZER**

The organizer's liability to customers - if it fails to perform the provisions of the contract - is regulated by national laws and international conventions referred to in art. 1. Therefore, under no circumstances shall the organizer's liability exceed the limits set forth in the laws and conventions mentioned above in relation to damages. The Travel Agent (seller), which manages the tourist package bookings, does not in any way shares the benefits arising from the organization of the trip but solely meets the obligations set forth in the above-mentioned laws and conventions. The organizer and the seller are not responsible if the breach of the contract is either attributable to the customer himself, to an external third party which provides the services included in the contract, to an accident or due to force majeure. The organizer will also not be

held responsible for any damage either arising from the provision of services provided by third parties who are not included in the tourist package or resulting from autonomous initiatives taken by the customer during the journey.

#### **Art. 14 RESTRICTION LIMITS**

Compensation for damages can not in any case exceed the limits set forth in art. 44 and 45 of the Tourism Code and in any case can not be provided when the breach of the contract is either attributable to the customer himself, to an external third party which provides the services included in the contract, to an accident or due to force majeure. The customer may exercise his right to obtain compensation if the non-fulfilment of the contract is of highly importance, in compliance with article 1455 of the Italian Civil Code.

#### **Art. 15 OBLIGATION OF ASSISTANCE**

The organizer is obliged to provide assistance to the customer, as required by professional diligence criterion, exclusively in relation to its obligations in accordance with the law or the contract. The organizer and the seller are exonerated from their respective responsibilities (Articles 11 and 12) when the non-fulfilment of the contract is attributable either to the customer or to an external third party, to an accident or to cases of force majeure.

#### **Art. 16 RECLAMES AND DOCUMENTS**

The customer, in compliance with art. 49 of the Tourism Code, must immediately report to the organizer the defects of the tourist package and its organizational failure, at the time of their occurrence. Otherwise compensation will be deducted or excluded in accordance with art. 1227 of the Italian Penal Code. The customer has to file a complaint by sending a registered letter or other evidence no later than 10 working days from the date of the scheduled return to the place of departure. Whereas complaints are filed at the place of performance of the tourist services, the organizer shall provide the customer with the required assistance in accordance with art. 13 in order to seek a rapid and fair solution. In case of complaints filed at the end of the services, the organizer shall guarantee a prompt reply.

#### **JURISDICTION**

For any controversy arising from the execution of the contract, the parties agree to settle the dispute also through alternative rites provided by law. For any dispute, the territorial jurisdiction is determined by the organizer's registered office.

The tour package described in this contract, is organized by UTI, TRAVEL AND TOURISM AGENCY of Capuano Giovanni, born in Catania on 24/06/1959.

Headquarters located in Viale del Fante 4/6, Ragusa, 97100,

VAT Number: 01083750883

Social Security Number. CPNGNN59H24C251N, Lic. Reg. Sicilia n. 1323 / VII TUR of 23/07/1999, ALLIANZ policy n.79396032

Authorization Regional Government of Sicily N.3743 / S. 7 Tur of 22.02.2017.

#### **ADDENDUM**

PRIVACY Informative ex. Art. 13 D.Lgs 196/03 (personal data protection).

The processing of personal data, which is required for the conclusion and the execution of the contract, is carried out in full compliance with D.Lgs 196/2003, both in paper and digital documents. Data will be communicated only to the service providers included in the tourist package. The customer may at any time exercise the rights provided by ex.art. 7 D.Lgs 196/03 by contacting UTI of Giovanni Capuano, the owner of the travel agency.

**MANDATORY COMMUNICATION** in compliance with article 17 of Law 38/2006,  
the Italian laws penalize prostitution crimes and child pornography, even though they are committed abroad.