

GENERAL CONDITIONS OF THE TRAVEL CONTRACT

1) DEFINITION OF PACKAGE TOUR

According to Article 34 of the Tourism Code, package tours cover travels, holidays, all-inclusive circuits, tourist cruises, resulting from the combination by anyone and in any way of at least two of the elements listed below, sold or offered for sale at a lump sum price,

A) transport;

B) accommodation;

C) non-incident tourist services to transport or accommodation (omitted) that constitute, for the satisfaction of the tourist's recreational needs, a significant part of the "package tour".

The tourist has the right to receive a copy of the package travel sale contract (pursuant to Articles 35 and 36 of the Tourism Code). The contract constitutes entitlement to possibly access the Guarantee Fund referred to in the subsequent Article 18.

2) LEGISLATIVE SOURCES

The sale of a package tour, whether it involves services to be provided domestically or abroad, is governed until its repeal according to Article 3 of Legislative Decree no. 79 of May 23, 2011 (the "Tourism Code") - by Law 27/12/1977 no. 1084 ratifying and implementing the International Convention on Travel Contracts (CCV) signed in Brussels on 23.4.1970 as applicable, as well as by the Tourism Code (Articles 32 - 51) and subsequent amendments.

3) MANDATORY INFORMATION – TECHNICAL SHEET

The organizer is obliged to create a technical sheet in the online catalog or in the off-catalog program. The mandatory elements to be included in the technical sheet of the catalog or off-catalog program are:

- details of the organizer's administrative authorization;
- details of the civil liability insurance policy;
- the validity period of the catalog or off-catalog program;
- reference exchange rate for currency adjustments, day or value;

4) BOOKINGS

Reservations must be made online. The acceptance of reservations is considered finalized, with the consequent conclusion of the contract, only when the organizer sends a confirmation, also by means of an electronic system. Information about the package tour not contained in the contractual documents, in brochures, or in other written communication means will be provided by the organizer in regular fulfillment of the obligations incumbent on them by Legislative Decree 111/95 in a timely manner before the start of the trip.

5) PAYMENTS

The balance must be paid at the time of booking. Failure to pay the above amount constitutes an express termination clause such as to determine, by the intermediary agency and/or the organizer, the termination of the contract by law.

6) PRICE

The price of the package tour is determined in the contract, with reference to what is indicated in the catalog or off-catalog program and to any subsequent updates of these catalogs or off-catalog programs. It can be varied up to 20 days before departure and only due to variations of:

- transport costs, including the cost of fuel;
- rights and taxes on certain types of tourist services such as taxes, landing, disembarking, or boarding fees at ports and airports;
- exchange rates applied to the package in question.

For such variations, reference will be made to the exchange rates and costs in force on the date of publication of the program as reported in the catalog or on the date reported in the above updates. Fluctuations will affect the all-inclusive price of the package tour in the percentage expressly indicated in the catalog or off-catalog program.



7) CONSUMER WITHDRAWAL

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

increase in the price referred to in the previous Article 6 exceeding 10%;

significant modification of one or more elements of the contract objectively definable as fundamental for the enjoyment of the package tour as a whole and proposed by the organizer after the conclusion of the contract itself but before departure and not accepted by the consumer. In the above cases, the consumer alternatively has the right to: enjoy an alternative package tour without any extra charge or with the refund of the excess price if the second package tour has a lower value than the first;

the refund of only the part of the price already paid. Such refund must be made within 7 working days from the moment of receiving the refund request. The consumer must communicate their decision (to accept the change or to withdraw) within no more than 2 working days from the moment they received the notice of increase or change. In the absence of express communication within the said term, the proposal made by the organizer is deemed accepted. The consumer who withdraws from the contract before departure outside the cases listed in the first paragraph will be charged, as a penalty, the individual cost of handling the practice or registration fee, the insurance premiums, and the following percentages of the participation fee, calculated based on how many days before the start of the trip the cancellation occurs (the calculation of days does not include the day of withdrawal, whose communication must arrive on a working day prior to the start of the trip):

Package tours (hotel + ground services):

- **Up to 30 days - No penalty**
- **From 29 to 21 days 15% Participation fee**
- **From 20 to 9 days 50% Participation fee**
- **From 8 to 0 days 100% Participation fee**

No refund is due to the traveler who does not show up at the start or interrupts the trip or stay already undertaken.

Note: At the time of booking, the cancellation conditions of each hotel structure are specified, which may vary also based on the type of room offered; such withdrawal conditions may differ and be more onerous than those indicated above.

8) MODIFICATION OR CANCELLATION OF THE PACKAGE TOUR BEFORE DEPARTURE

In the event that, before departure, the organizer communicates in writing their inability to provide one or more of the services subject to the package tour, proposing an alternative solution, the consumer may alternatively exercise the right to regain the sum already paid or enjoy the offer of a substitute package tour proposed (pursuant to the previous Article 7). The consumer may also exercise the rights provided above when the cancellation depends on the failure to reach the minimum number of participants provided in the Catalog or Off-Catalog Program (with communication to occur in writing at least 20 days before departure), or due to force majeure and unforeseeable circumstances related to the package tour purchased. For cancellations other than those caused by force majeure, unforeseeable circumstances, and the failure to reach the minimum number of participants, as well as for those other than the non-acceptance by the consumer of the alternative package tour offered (pursuant to the previous Art. 7), the organizer who cancels (ex Article 1469 bis n. 5 of the Civil Code), will return to the consumer double the amount paid and collected by the organizer. The sum subject to refund will never be more than double the amounts that the consumer would be a debtor of at the same date according to the previous Art. 7, should they be the one to cancel.

9) CHANGES AFTER DEPARTURE

The organizer, if after departure finds themselves unable to provide for any reason, except for a fact proper to the consumer, an essential part of the services contemplated in the contract, must arrange alternative solutions, without any extra charge to the contractor and if the services provided are of lower value compared to those foreseen, reimburse them to the extent of such difference.



10) SUBSTITUTIONS

The renouncing client may be replaced by another person provided that:

- the organizer is informed in writing at least 4 working days before the date set for departure, receiving at the same time notification of the transferee's personal details;
- the substitute meets all the conditions for the use of the service (pursuant to Article 10 of Legislative Decree 111/95) and in particular the requirements relating to the passport, visas, health certificates;
- the subject taking over reimburses the organizer for all expenses incurred to proceed with the substitution to the extent that will be quantified before the transfer.

The transferor and the transferee are also jointly liable for the payment of the balance of the price as well as the amounts referred to in letter c) of this article. In relation to certain types of services, it may happen that a third service provider does not accept the change of the transferee's name, even if made within the term referred to in the previous point a). The organizer will therefore not be responsible for any non-acceptance of the change by third service providers. Such non-acceptance will be promptly communicated by the organizer to the interested parties before departure.

11) PARTICIPANTS' OBLIGATIONS

Participants must possess an individual passport or other valid document for all the countries touched by the itinerary, as well as residence and transit visas and health certificates that may be required. Furthermore, they must comply with the rules of normal prudence and diligence and those specific in force in the destination countries of the trip, to all the information provided to them by the organizer, as well as to regulations and administrative or legislative provisions relating to the package tour. Participants will be held accountable for all damages that the organizer may suffer due to their failure to comply with the above-mentioned obligations. The consumer is required to provide the organizer with all documents, information, and elements in their possession useful for exercising the organizer's right of subrogation towards third parties responsible for the damage and is liable towards the organizer for the prejudice caused to the right of subrogation. The consumer will also communicate in writing to the organizer, at the time of booking, the particular personal requests that could be the object of specific agreements on travel arrangements, provided that it is possible to implement them.

12) HOTEL CLASSIFICATION

The official classification of hotel facilities is provided in the catalog or other informational material only 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 member countries to which the service refers, the organizer reserves the right to provide in the catalog or brochure their own description of the accommodation facility, such as to allow an evaluation and consequent acceptance of it by the consumer.

13) LIABILITY REGIME

The organizer is liable for damages caused to the consumer due to total or partial non-fulfillment of the contractually due services, whether these are performed by them personally or by third service providers, unless they prove that the event was caused by the consumer (including initiatives independently undertaken by the latter during the execution of the tourist services) or by circumstances unrelated to the provision of the services provided for in the contract, by force majeure, by circumstances that the organizer, according to professional diligence, could not reasonably foresee or solve. The seller at which the package tour booking was made is not liable in any case for obligations arising from the organization of the trip, but is solely responsible for obligations arising from their role as intermediary and however within the limits provided for such responsibility by the laws or conventions above mentioned.

14) COMPENSATION LIMITS

The compensation owed by the organizer for personal injury cannot in any case exceed the indemnities compensatory foreseen by the international conventions in reference to the services whose non-fulfillment has determined the liability.



15) OBLIGATION OF ASSISTANCE

The organizer is required to provide measures of assistance to the consumer imposed by the criterion of professional diligence exclusively in relation to the obligations at their own expense by law or contract. The organizer and the seller are exonerated from their respective responsibilities (Articles 13 and 14), when the failed or incorrect execution of the contract is attributable to the consumer or depended on the fact of a third party of an unpredictable or unavoidable nature, or by a case of force majeure.

16) COMPLAINTS AND DENUNCIATIONS

Every failure in the execution of the contract must be contested by the consumer without delay so that the organizer, their local representative or the guide can remedy the situation promptly. The consumer can also lodge a complaint by sending a registered letter, with acknowledgment of receipt, to the organizer or the seller, no later than ten working days from the date of return to the departure locality.

17) INSURANCE AGAINST CANCELLATION AND REPATRIATION EXPENSES

If not expressly included in the price, it is possible and indeed advisable, to stipulate at the time of booking at the offices of the organizer or the seller special insurance policies against expenses arising from the cancellation of the package, accidents, and luggage. It is also possible to sign a contract of assistance covering repatriation expenses in case of accidents and illnesses.

18) GUARANTEE FUND

Venice Tours s.r.l. to protect travelers in case of insolvency or bankruptcy, has joined the Fondo Vacanze Felice S.c.a.r.l. with certificate 1574. Tourists who have purchased a cruise, a package tour organized or intermediated by Venice Tours s.r.l. are guaranteed by Fondo Vacanze Felice S.c.a.r.l. – Via Larga #6 – Milan – VAT & Tax Code 09566380961 In case of insolvency or bankruptcy, tourists can contact Fondo Vacanze Felice S.c.a.r.l.

19) COMPETENT COURT

For all disputes arising in relation to this contract, the court where the Organization is based will be competent.

20) MANDATORY INFORMATION

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To guarantee the exact fulfillment of the obligations undertaken towards the clients, the organizing Agency has taken out the following policies in compliance with legal obligations: Venice Tours S.r.l. 4M – Vittoria Assurances Policy No. 800.014.0000910890. The insurance policies above cover the following risks:

- Civil liability covering risks to persons arising from participation in travel programs;
- Guarantee of the exact fulfillment of obligations towards the user of tourist services, in compliance with the provisions provided for by the International Convention on Travel Contracts (CCV) of Law 27 December 1977, no. 1084

ADDENDUM: GENERAL CONDITIONS OF CONTRACT FOR THE SALE OF INDIVIDUAL TOURIST SERVICES

A) REGULATORY PROVISIONS

Contracts for the offer of only the transport service, accommodation, or any other separate tourist service, not being able to be configured as travel organization or package tour contractual arrangements, are governed by the following provisions of the CCV: art. 1, n.3 and n.6; arts. from 17 to 23; arts. from 24 to 31, regarding provisions different from those relating to the organization contract as well as by other agreements specifically referring to the sale of the individual service contract.

B) CONTRACT CONDITIONS

These contracts are also subject to the clauses of the general conditions of contract for the sale of package tours. The application of these clauses does not absolutely determine the configuration of the related contracts as package tours. The terminology of the said clauses related to the package tour contract (organizer, travel, etc.) should therefore be understood with reference to the corresponding figures of the contract of sale of individual tourist services (seller, stay, etc.).



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