

GENERAL CONDITIONS FOR TOUR PACKAGE SALES

LEGISLATIVE SOURCE

The sale of Tour Packages with the purpose of providing national and international services is regulated by D.Lgs # 79 of 25/5/2011 (Tourism Code) – by Law # 1084 of 27/12/1977 approved and executed by the International Convention concerning travel contracts (CCV) signed in Brussels on 23/04/70 claimed applicable and by further rules regarding the matter.

AUTHORIZATION

The Organizer and the Mediator of the Tour Packages to whom a tourist turns must be qualified to carry out such based on the applicable administrative rules, even regional, under art. #18, paragraph VI of the Tourism Code. The use of the Registered Office or Title of the words “tourist agency”, “travel agency” or “tour operator”, “travel mediator” even similar words in foreign languages is permitted only to companies which fit into Paragraph #1 mentioned above.

DEFINITIONS

To clarify the wording in this contract:

Travel Organizer: is the individual who, under his name and for compensation, sells tour packages, combining the elements indicated below – art # 4 – or offering, even through long distance systems, the possibility to purchase such a combination;

Mediator: is the individual who, even if not professionally and not for profit, sells or offers tour packages indicated below – art # 4 – for a flat rate.

Tourist: is the buyer, assignee of a tour package or any other person, even if not yet nominated, as long as he satisfies the required conditions to benefit of the service.

NOTIONS OF A TOURIST PACKAGE

The purpose of tourist packages is to offer travel, holidays, and all inclusive packages resulting from a combination of at least 2 of the following elements, sold or offered for sale at a flat rate: a) transportation, b) lodging, c) tourist services independent of transportation or lodging under art # 36 of the Tourism Code to satisfy the recreational/holiday needs of the Tourist included in the “tourist package”. The Tourist has the right to receive a copy of the tourist package sale contract (art # 35 of the Tourism Code) which is indispensable in order to eventually have access to the Guarantee Fund explained further down.

INFORMATION FOR THE TOURIST – TECHNICAL RECORD

The Organizer must fill out a technical record. The indispensable information to record is: essential elements of the administrative authorization or, if applicable, the DIA or SCIA declared by the Organizer;

details of the insurance policy covering civil responsibility;

validity of the tourist package

procedure and conditions to substitute a traveller;

eventual changes of the travel cost;

In the technical record the Organizer must also include any other special conditions if any.

BOOKINGS

The booking request must be totally filled out on the electronic contract form found on www.laikarent.it.

The acceptance of the booking shall be concluded only when the Organizer sends the confirmation via email to the address provided by the Tourist. The Customer must print the booking confirmation. Any

information regarding the Tourist Package not included in the contract will be emailed to the Customer as specified in art. # 37, paragraph 2 of the Tourism Code. Under art. #32 of the Tourism Code, the Organizer has the right to communicate, by email, the impossibility of the right to withdrawal foreseen in art. # 62... of the D.Lgs 206/2005.

PAYMENT

When booking a Tourist Package on line, the Tourist shall pay the Mediator by VISA-MASTERCARD, 30% of the total cost. Said amount will be considered a deposit for the Tourist Package sale total cost. Within 30 days prior to the first day of hire, the Tourist must pay the Mediator the balance due of 70% of the cost by bank transfer to the bank co-ordinates indicated in the Booking Confirmation. The amount (70%) shall be the full payment of the Tourist Package cost. If the payment is successful, the Customer receives from the Società Baiana Srl the vouchers which must be printed and presented to the Tour Organizer when the Tourist will start his holiday and the payment invoice.

If the balance due (70%) is not settled within the time limit in the Booking Confirmation, the contract shall be terminated and the Organizer and the Mediator will withhold the 30% deposit as a penalty fee.

In case the online booking is made less than 30 days prior to the established appointment, the Customer must pay, as guarantee, the total cost of the services by VISA-MASTERCARD.

PRICE

The price of the Tourist Package is quoted in the Booking Confirmation - price list - in www.laikarent.it , under Tourist Itineraries in force when booking for the season in which the Tourist Package was purchased. The price of the Tourist Package will be guaranteed as that in force when the online booking was made. The price of the Tourist Package includes exclusively what listed in the Booking Confirmation, quoted in EURO and including VAT.

TOURIST WITHDRAWAL

Without paying the penalty fee, the Tourist can cancel the Tourist Package under the following conditions: a significant change in one or more of the fundamental elements included in the Tourist Package offered by the Organizer after the contract was concluded but before the established appointment, thus refused by the Tourist.

In case of the above mentioned situation, the Tourist has the right to:

accept an alternative Tourist Package without surcharge, or with a refund in case the 2° Package chosen is inferior in price to the first;

the reimbursement of the 30% deposit within 7 working days after receiving the refund request.

The Tourist must communicate if he wished to cancel or accept the changes made by the Organizer to the Tourist Package within 2 working days after receiving the notice of changes. If the communication is not emailed within the 2 day time limit, the proposal offered by the Organizer will be considered accepted.

ANNULMENT OR CHANGES TO THE TOURIST PACKAGE PRIOR TO DEPARTURE

Before departure, if the Organizer or the Mediator should need to significantly change one or more elements of the contract, he must immediately notify the Tourist by email, specifying the type of change and/or eventual variations to the cost, if any. If the Tourist refuses the proposal (Paragraph 1), he has the right to either request the reimbursement of the deposit or choose an alternative Tourist Package (Paragraphs 2 and 3 –art. #9). The tourist also has the right, as stated above, when the annulment is due to pure chance or due to circumstances beyond his control related to the Package purchased.

CHANGES AFTER DEPARTURE

If and when, after the beginning of the hire period, the Organizer is unable to provide an essential part of the services under contract (unless the impossibility depends on the Tourist), the Organizer must offer alternative solutions without increasing the cost and, if the solutions offered should be worth less than the cost of the service booked, reimburse the difference.

If an alternative solution is not possible or if the Tourist should refuse the one offered, the Organizer shall refund the difference between the cost of the Tourist Package purchased and the services actually received.

SUBSTITUTIONS

If the Tourist must be substituted by another person, he must:

inform the Organizer by email at least 4 work days prior to the departure appointment providing the substitute's personal information;

the substitute must fill the requirements (ex-art.# 39 Tourism Code) as well as those listed in the General Conditions for Hire where he substitutes an authorized driver in the contract;

the same or other services can be provided after the substitution;

the substitute refunds the Organizer all extra expenses due to the substitution process which will be quantified before it happens;

the Tourist and the substitute are responsible for payment of the balance due on the sale of the Tourist Package as well as the amounts mentioned in d) of this Article.

TOURIST'S OBLIGATIONS

All general information will be available on the Organizer's website regarding any possible health requirements and the necessary documents for travel abroad pertaining to Italian citizens. Foreigners must refer to the diplomatic representatives of their own country in Italy.

In any case, the Tourist must check passport renewals with the relevant authorities before departure (for Italians the Police Station or the Ministry for Foreign Affairs at: www.viaggiare Sicuri.it or calling 06-491115) to be adequately prepared. Without the proper valid documents, the Mediator and the Organizer are not in any way responsible if one or more tourists are unable to depart.

When departing, the Tourist must inform the Mediator and the Organizer of his nationality and will prove to have the vaccine certificates, a valid passport and any other documents necessary for all Countries in the Tourist Package itinerary, as well as visas and health certificates which could be requested.

Furthermore, in order to evaluate the safety and health conditions of the Countries included in the itinerary, the Tourist can find all necessary official information (going through the informative channels in Paragraph 2) which could indicate if travel is not advised.

The Tourist must also respect the normal rules of diligence and caution in the Countries of travel or to all information provided by the Organizer including administrative or legislative dispositions regarding the Tourist Package. The Tourist is liable for any and all damages which the Mediator and the Organizer could suffer due to the non-compliance of the above mentioned rules, including the necessary expenses for repatriation.

The Tourist must furnish the Mediator and the Organizer all documents, information and facts in his possession useful to exercise the right of subrogation of the latter towards third parties responsible for the damage and is responsible towards the Organizer for the damage caused by the right of subrogation.

Likewise, when booking the Tourist shall inform the Organizer, in writing, of any special personal requests which could become object of specific agreements on the travel procedure if in any way possible.

RESPONSIBILITY REGULATION

The Organizer answers to the Tourist for damages caused by the total or partial non-compliance of the contract agreement due to his or third parties who provide services unless he proves that the damages were caused by the Tourist (including autonomous initiatives while benefitting of the Tourist Package) or by a third party due to unforeseen or inevitable reasons unrelated to the services specified in the contract , by chance or circumstances which the Organizer , following professional diligence, could not reasonably foresee or resolve.

The Mediator who booked the Tourist Package is not in any case responsible for the obligations of the Organizer, but is only responsible for his obligations as Mediator and anyway, within the limits foreseen in such responsibility under the laws in force except when exempts (Art. # 46 Tourism Code).

REIMBURSEMENT LIMITS

Reimbursements, as in Art 44-45-46-47 of the Tourism Code and related terms of enactment, are ruled and governed by said articles and within the limits defined by C.C.V., and by the international agreements which rule the services object of the Tourist Package.

ASSISTANCE OBLIGATIONS

The Organizer must provide the tourist with assistance following ethical diligence in reference only to his obligations by law or contract. The Organizer and the Mediator are exempt of their respective responsibilities (Arts 13-14 of these General Conditions) when non-compliance of the contract is chargeable to the Tourist or third parties due to unforeseen or inevitable facts caused by chance or reasons beyond anyone's control.

COMPLAINTS AND REPORTS

Every lack or fault in the contract must be reported by the Tourist during the usage of the Tourist Package by presenting a timely complaint so as to allow the Organizer, his local representatives or the guide to solve the problem as soon as possible. On the contrary, the reimbursement for the damage will be decreased or excluded according to Art. 1227 c.c. The Tourist must also file claim, with a registered letter, to the Organizer or Mediator within 10 working days after returning to the location of departure.

INSURANCE FOR CANCELLATION AND REPATRIATION EXPENSES

If not specifically included in the cost, it is auspicious, when booking, to take out a special insurance policy to cover expenses due to cancellation of the Tourist Package or to eventual injuries. It will also be possible to take out an assistance contract which would cover expenses related to repatriation in case of accident, illness, chance or fate. The Tourist shall exercise his rights in such contract only against the Insurance Companies who undersigned and under the conditions foreseen in the policies.

ALTERNATIVE INSTRUMENTS TO SOLVE COMPLAINTS

The Organizer may offer, in his website or by other means, alternative instruments to solve complaints. In such case, the Organizer shall indicate the type of alternative solution proposed and any effects which it may cause.

GUARANTEE FUND (Art. 51—TOURISM CODE)

The National Guarantee Fund (art. 100 Consumer Code) founded to safeguard consumers who hold a contract, foresees the following requirements in case of bankruptcy or insolvency declared by the Organizer:

- refund of the amount paid;
- repatriation in case of travels abroad.

The Fund must also provide immediate economical assistance in case of a forced re-entry from non-EU countries due to emergencies imputable or not to the Organizer. The Fund's ways to intervene are ruled by Prime Minister's decree of 23/07/99 # 349 and application requests for reimbursement are not subject to any expiry date.

The Organizer and Mediator contribute to the Fund in the amount set in Paragraph 2 of Art. #51 Tourism Code, through the obligatory insurance premiums of which a part is deposited into the Fund according to Art. 6 of DM 349/99.

RELEVANT JURISDICTION

All controversies which could arise regarding the validity, interpretation, execution or resolution of the General conditions for Tourist Package Sales are governed and ruled by the Italian Law and the Florence territorial jurisdiction will apply.

PRIVACY LAW

All personal information provided by and regarding the Tourist will be treated according to what is described in the Privacy Law.

OFFICIAL NOTICE ACCORDING TO ART. 17 OF THE L.N. 38/2006

Crimes regarding prostitution or pedopornography, even if committed abroad, are punished with imprisonment.



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by **SCARAMUZZI VIAGGI**