

GENERAL INFORMATION

Organization: PASSAMONTAGNA VIAGGI di Zarelli Marta - Via Madonna del Sasso Bianco, 10 - 60035 Fiastra (MC).
Liability insurance policy No. DY090310-LB from Lloyd's Insurance in accordance with the provisions of current regulations and Guarantee Fund in case of insolvency or bankruptcy GUARANTEED HOLIDAYS No. CERTIFICATE 2022/1-0032 from the GUARANTEED HOLIDAYS CONSORTION.

1) FOREWORD - DEFINITION OF TOURIST PACKAGE

Given that:

- a) legislative decree N° 111 of 17.3.95 implementing EC Directive 90/314 prescribes that, for the consumer's protection, the organiser and seller of a tourist package must be in possession of administrative authorisation for practising their activities (Art. 3/1 lett. A leg. dec. 111/95);
- b) the consumer has the right to receive a copy of the tourist package sales contract (Art. 6 of leg. dec. 111/95) which is an indispensable document for any access to the Warranty Fund as per Art. 17 of these General Conditions.

The definition of "tourist package" (Art. 2/1 legislative decree 111/95) is the following:

Tourist packages shall be intended as trips, holidays, or "all inclusive" tours resulting from a combination of at least two of the items detailed below, sold or offered at a lump sum and having a duration longer than 24 hours, more specifically, extending over a period of time including at least one night: a) transport, b) lodging, c) tourist services not accessory to transport or accommodation (omissis) representing a significant part of the "tourist package".

2) LEGISLATIVE SOURCES

The tourist package sales-purchase contract is governed by the general present conditions and by the clauses indicated in the journey documentation provided to consumer. Moreover it will be subjected to dispositions of the Law n.1084 of 27/12/1977 about ratification and execution of the International Convention relating to the contract journey (CCV) signed in Brussel the 23/4/1970, and also by the law 111/95 such as the above and law 185/99 . The supplying of other services will be regulated according to the regulations of the field: transport by air, by bus, by sea, by train, etc..

3) BOOKINGS

Booking applications must be drawn up on the special contractual form, electronically where possible, filled in fully and signed by the customer who will receive a copy thereof. Acceptance of the booking is considered executed, with consequent conclusion of the contract, only when IT IS Tour Operator sends appropriate confirmation to the customer, including by telecoms.

Information on the tourist package not contained in the contractual documents, brochures or other written communications shall be supplied by Passamontagna Viaggi in correct fulfilment of its obligations according to the Italian Law 111/95 in good time before the start of the trip.

4) DEPOSIT AND PAYMENT

At the moment of booking the customer must pay an advance of 25% of the overall cost of the tourist package. The balance must be paid at least 30 days before departure. For bookings made within 30 days prior to the date of departure, at the moment of subscription the entire cost of participation shall be paid up. Failure to pay the above sums within the established deadlines shall constitute an express cancellation clause such as to give Passamontagna Viaggi the legal right to cancel the contract and to ask the reimbursement of the others damages sustained by the organizer.

The regulation of the advance and the balance will be made by bank transfer to:

Bonificio intestato a Passamontagna Viaggi

IBAN: IT23Y0760113400001059522951

SWIFT CODE: BPPIITRRXXX

5) PRICES

The price of the tourist package is determined in the contract with reference to what is indicated in the proposal or on the web site. Once the contract has been signed by the customer no adjustment to the price can be made.

6) WITHDRAWAL BY THE CONSUMER

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

- price increase after the contract has been signed
- significant modification of one or more fundamental elements proposed by Passamontagna Viaggi after conclusion of the contract but before departure and not accepted by the consumer. In cases such as the above, the consumer has alternatively the right to:
 - an alternative tourist package, without price increase or with the return of any excess price where the second tourist package is cheaper than the first;
 - to reimbursement of only the part of price already paid. This reimbursement must be carried out within seven working days from receipt of the request for reimbursement. The consumer must communicate his decision (to accept the modification or withdraw) within 2 working days from receipt of the advice of increase or modification. In case the above communication is not sent within the deadline, the proposal formulated by the organization shall be considered accepted.

Withdrawal from the trip on the consumer's part, for reasons not mentioned relating to the present article's commas, shall added penalties as indicated below:

- 10% of the total price up to 30 days prior to departure;
- 25% of the total price from 29 to 15 days prior to departure;
- 50% of the total price from 14 to 9 days prior to departure;
- 75% of the total price from 8 to 4 days prior to departure.
- 100% of the total price from 3 to departure's day or starting journey.

No refund is due to whom can not start the journey because of lack or imprecision in his/her own personal documents valid for expatriation.

7) MODIFICATION OR CANCELLATION OF THE TOURIST PACKAGE BEFORE DEPARTURE

If Passamontagna Viaggi, before departure, communicates that it can not supply one or more of the services concerning the tourist package and propose an alternative solution, the consumer may alternatively exercise his right to regain the sum already paid or take advantage of the offer made by the agency as a replacement package.

8) REPLACEMENTS

A customer withdrawing can be replaced by another person as long as:

- a) Passamontagna Viaggi is informed by written communication at least 4 working days before the date fixed for departure, receiving the name and details of the person replacing the former party;
- b) the substitute satisfies all the conditions for use of the service (ex. art. 10 d.lgs 111/95) and, particularly details relating passport, visas, health certificates;
- c) the substitute shall reimburse Passamontagna Viaggi for all expenses sustained in proceeding with the substitution.

9) OBLIGATIONS OF THE PARTICIPANTS

The participants must have individual passports or other documents valid for all the countries on the itinerary. They must also observe rules of normal prudence and diligence and the specific rules in force in the countries of destination. Participants shall be called upon to answer for any damages sustained by the organizer due to their failure to fulfil the obligations described above.

10) HOTEL CLASSIFICATION

The official classification of hotel accommodation is supplied in the catalogue or in other informative material only on the basis of express and formal information given by the competent authorities in the regions where the service is carried out. In absence of official classifications, the organizer propose in catalogue or in brochure his own description about accommodation, so the consumer is able to make an evaluation of the same and, consequently, accept it. .

11) RESPONSIBILITY

The organizer is responsible for damage sustained by the consumer due to total or partial non-fulfilment of the due contractual services, carried out personally or by third party suppliers of services, unless it is demonstrated that the event was caused by the consumer (including initiatives taken autonomously by the latter during execution of the tourist services) or by circumstances extraneous to the supply of the services envisaged by the contract, by fortuitousness, by force majeure or by circumstances which the organizer itself, in accordance with professional diligence, could not reasonably foresee or resolve. Excursions and services bought by the consumer during the holiday and not included in the tourist's package price, are not considered part of the object of the relative contract draw up by Passamontagna Viaggi as organizer.

12) INDEMNITY'S RESTRICTIONS

The refund made by the Organizer for physical injuries suffered by the consumer can not be, in any case, higher than the refunds established for the international conventions regulating the matter: precisely Varsavia's Convention dated 1929 about international air transport; Berna's Convention (CIV) about train's transport; Brussels Convention dated 1970 (CCV) about travel contract relating every organizer's liability.

13) OBLIGATION TO ASSIST

The organizer must offer the consumer those measures of assistance prescribed by the criterion of professional diligence exclusively with reference to the former's legal or contractual obligations. Organizer and seller are exonerated from their own responsibilities (Arts. 12 and 13) when the imprecise execution or non-execution of the contract is imputable to the consumer or is due to a third party and of an unforeseeable or unavoidable nature, which is to say due to fortuitousness or force majeure.

14) COMPLAINTS AND REPORTS

The consumer shall give formal notice of any failure in the execution of the contract without delay so that the organizer, its local representative or the tour leader can promptly remedy the situation. The consumer may likewise make a complaint by sending a registered letter with advice of receipt to the organizer or to the seller, no later than ten working days from the date of return to the place of departure

15) INSURANCE AGAINST COSTS OF CANCELLATION AND REPATRIATION

If not explicitly included in the price, it is possible, and indeed advisable, to take out special insurance policies against expenses deriving from cancellation of the package or of the service, accidents and loss of luggage. It is also possible to sign an assistance contract which covers repatriation costs in cases of accident or illness.

16) WARRANTY FUND

Established at the General Management for Tourism of the Ministry of Productive Activities, the National Warranty Fund can be applied to by the consumer (in accordance with Art. 21 law 111/95) in case of insolvency or declared bankruptcy of Passamontagna Viaggi for safeguarding the following needs: a) reimbursement of the price paid; b) repatriation in case of journey abroad. The Fund intervention methods were established by Decree of the President of the Council of Ministers as per art.21 n. 5 law 111/95.

17) COMPETENT COURT

For any dispute concerning this Contract, the sole competent court will be the Court of Macerata (Italy).

ADDENDUM

GENERAL SALES CONTRACT CONDITIONS

OF INDIVIDUAL TOURIST SERVICES

A) REGULATORY PROVISIONS

Contracts dealing with only the offer of accommodation, of transport that is to say with any other separate tourist service whatsoever, since they cannot configure as the contractual case in point of trip organisation or tourist package, are regulated by the following provisions of the CCV: Art. 1, N° 3 and N° 6; Arts. 17 to 23; Arts 24 to 31, with regard to prescriptions different from those relating to the organisation contract as well as from other agreements specifically referring to the sale of the individual service that is the subject of the contract.

B) CONTRACT CONDITIONS

The following clauses of the general conditions of tourist packages sales contract as above are also applicable to such contracts: Art. 3 1st sub-paragraph; Art. 4; Art. 6; Art. 7; Art. 8; Art. 9 1st sub-paragraph; Art. 10; Art. 14; Art. 16. The application of these clauses does not determine absolutely the configuration of the related contracts as the case in point of tourist package. The terminology of the cited clauses regarding the tourist package contract (organiser, trip etc.) should therefore be understood with reference to the corresponding parties of the sales contract of individual tourist services (seller, accommodation etc).