



TOUR CONTRACT

1. **INDUSTRY LAWS AND REGULATIONS** The sale of package tours by Italian operators which include services provided both within the territory of Italy and abroad is regulated by Law no. 1084 of 27/12/1977 which ratifies and implements the International Convention on Travel Contracts (hereinafter: CCV), signed in Brussels on 23.4.1970, as applicable and until its abrogation pursuant to art. 3 of Legislative Decree no. 79 of 23/05/2011 (hereinafter the "Tourism Code") as well as by Arts. 32-51 of the above mentioned Tourism Code as amended.

2. **AUTHORIZATION** The Organizer and the Mediator of the Tour Packages must be qualified to carry out such activity, based on the applicable administrative rules, including regional ones, 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" and similar terms in foreign languages is permitted only to companies which fall into the category described above, in Paragraph 1.

3. **DEFINITIONS** Pursuant to Art. 33 of the Tourism Code and for the purposes of these general terms and conditions the following definitions shall apply:

- a) **Tour Organiser**: the person (legal or natural) who undertakes, in its own name and with a consideration paid as a lump-sum payment, to procure package tours to third parties, thus combining the elements described in article 4 or offering the tourist, also by means of a long distance communications system, the tools to build up and buy such a tour;
- b) **Tourist**: the buyer and transferee of a package tour or any other person that satisfies all the conditions required for the use of the service, on whose behalf the contractor agrees to purchase a package tour without consideration;

4. THE CONCEPT OF PACKAGE TOUR

4.1. Under art. 34 of the Tourism Code, Package Tours include tours, holidays, "all-inclusive" offers, cruises and any other tourism experience which combines, in any possible way, at least two of the following elements, sold or offered for sale at a fixed (lump sum) price: a) transport; b) accommodation; c) tourist services not ancillary to transport or accommodation and described in art. 36 which represent a significant part of the "package" from the point of view of the tourist's recreational needs.

4.2. The tourist is entitled to receive a copy of the contract for the Package Tour services, drafted in accordance with the procedures set forth in Art. 35 of Tourism Code. The contract grants the right to access the Guarantee Fund referred to in art. 21.

5. TOURIST INFORMATION

5.1 In addition to these general conditions of contract, Turismo Sostenibile srl shall provide tourists with a complete tour description which shall contain at minimum the following mandatory elements, provided they are not already contained in these General Contract Conditions:

- The details of the authorisation from the relevant public administration authority or the DIA/SCIA (Business commencement statement/Certificate of business commencement) of the Organiser: Turismo Sostenibile Srl, licenza Agenzia di Viaggio categoria A illimitata n. 91 35/A.V. emessa da Provincia di Livorno 31/10/2011 per attività di TOUR OPERATOR e Agenzia viaggi e Turismo – P. Iva 01708200496, R.E.A. N. 151058 CCIAA di LIVORNO
- As required by art. 19 and 50 of Tourism Code, Turismo Sostenibile srl has stipulated a civil liability insurance policy with ZURICH n. 998A1251 according to Italian law
- Validity period of the tour proposal, plan or package;



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- Terms and conditions for the replacement of the tourist as a result of the transfer or sale of package tour purchase contract (art. 39 of Tourism Code);
- Parameters and criteria for the adjustment of the price of the journey as a result of allowed revisions (art. 40 of Tourism Code).

5.2. Turismo Sostenibile srl shall also insert into the proposal any additional special conditions.

5.3 Turismo Sostenibile srl shall provide, before the tourist commences the journey, information on the package tour not contained in the contract documents, brochures, online itineraries or other written forms as required by art. 37, paragraph 2 of Tourism Code.

5.4 Upon contract finalization, Turismo Sostenibile srl shall also provide the passengers with information about the transport carrier(s) used for the journey (if any), subject to the provisions of article. 11 of EC Regulation no. 2111/2005, and it shall also inform passengers in case the carrier(s) has/have been included in the so-called "Black list" under that same Regulation.

6. RESERVATIONS

6.1 The reservation proposal must be provided on the appropriate form which will contain the essential features of the package tour, the details of the price and terms of payment, the information on the waiver of right to withdrawal pursuant to Art. 52 of Legislative Decree 6.9.2005, n. 206 and all information on penalties due from the tourist in case of the latter's unilateral withdrawal from the contract.

7. PAYMENTS

7.1 The deposit amount, which cannot exceed 25% of the price of the Tour Package, shall be paid upon ordering/booking or upon submitting a legally binding request. The balance must be paid no later than 60 days before the starting date of the holiday.

7.2 Failure to pay the above mentioned amounts by the due dates constitutes grounds for termination of Contract by right on part of Turismo Sostenibile srl, pursuant to Art. 1456 of Civil Code.

8. PRICE

8.1 The price of the package is specified in the contract and references the itinerary or custom tour plan and subsequent updates thereof, all provided via website itinerary or by written email communication. The price may be changed, pursuant to art. 40 of the Tourism Code, up to 20 days prior to departure (this time period includes the notice sending day) only as a result of changes in:

- Transport costs, including the cost of fuel;
- Rights and taxes on certain types of tourist services such as taxes, fees or charges for landing, embarkation or disembarkation at ports and airports;
- Municipal taxes (entry or stay);
- Exchange rates relevant to the package tour.

8.2 All of these changes and adjustments will refer to and make use of the exchange rates and costs/fees in use at the date the travel plan is published (as stated in the technical sheet) or at the date of the relevant update.

8.3 Fluctuations in said costs shall affect the lump sum price of the package in the percentage indicated in the catalogue or custom tour plan.

8.4 The tour price is based on double occupancy and includes the services specified in the itinerary plus optional activities listed. The price does not include services and meals not listed specifically in the itinerary, passports, or other travel documents, air or other transportation to and from the tour start and ending points (unless otherwise stated in the tour itinerary), visas, vaccinations where required, or personal expenses such as laundry, medical insurance, and communications.

9. CHANGE OR CANCELLATION OF THE PACKAGE TOUR BEFORE DEPARTURE



9.1 Before departure, the Organiser or the Agent who may need to significantly change one or more elements of the contract shall immediately notify this fact in writing to the Tourist, indicating the type of change and the new price.

9.2 If the proposed change is not accepted, the tourist shall have the right to either be returned the money already paid or be offered a replacement package tour pursuant to the 2nd and 3rd paragraph of Article 10.

9.3 The tourist can exercise the rights provided for above even when the cancellation depends on the failure to reach the minimum number of participants required by the catalogue or the custom tour plan or in cases of force majeure or fortuitous events related to the purchased package tour.

9.4 For cancellations other than those caused by force majeure, by accident and failure to reach the number of participants and non-acceptance by the tourist of the alternative tourist package offered, the cancelling Organiser (Art. 33 letter. e) of Legislative Decree 206/2005) shall return to the tourist an amount twice higher than what was paid to and collected by the Organiser. The refunded sum shall never be higher than double the whole amount the tourist, pursuant to Art. 10, paragraph 4 would have to pay if he/she had cancelled the journey.

10. WITHDRAWAL OF TOURIST

10.1 The tourist can withdraw from the contract without paying penalties in the following cases:

- an increase in price, as per art. 8, of more than 10%;
- one or more significant changes to one or more contract elements that can be regarded as fundamental for the enjoyment of the package tour, proposed by Turismo Sostenibile srl after the signing of the contract but before the departure and not accepted by tourist.

10.2 In all the cases above the tourist shall be entitled, alternatively, to:

- have access to an alternative package tour, without extra charges or also featuring a refund of the difference in price should this new package be of lower value than the first;
- be refunded the amount of money already paid. This refund shall be carried out within seven working days from the receipt of the refund request.

10.3 The tourist must communicate his decision (to accept the change or withdraw) no later than two business days from the receipt of the notice of increase or change. If no notice of refusal or acceptance is issued within this deadline the proposal made by Turismo Sostenibile srl is regarded as accepted.

10.4 The tourist who withdraws from the contract before the departure for reasons outside those described in paragraph 1 above or in the case provided for by art. 7, paragraph 2, will be charged the following:

- €100 per person if the cancellation is received in writing more than 91 days before departure;
- Full deposit/€400 per person if the cancellation is received 90-61 days before departure;
- Full deposit + 50% of final payment per person if the cancellation is received 60-31 days before departure;
- 100% of the tour price, if the cancellation is received less than 30 days before departure.

No refunds are possible after the tour begins. Refunds take 2-4 weeks to process from the date written cancellation is received. We reserve the right to cancel a rental prior to departure for any reason, in which case a full refund will be made.

Should the holiday be interrupted, no refunds will be made.

11. CHANGES AFTER DEPARTURE

11.1 If, after the tourist's departure for the journey, Turismo Sostenibile srl has the need to modify a significant part of the services provided to the Tourist for any reason other than a personal reason of the Tourist, Turismo Sostenibile srl shall provide alternative solutions without price charges for the tourist. Should the alternative services provided be of lesser value than the contract ones, Turismo Sostenibile srl shall refund the price difference to the Tourist.



11.2 If it is not possible to offer any alternative service, or the solution offered by Turismo Sostenibile srl is refused by the Tourist for proven and justified reasons, Turismo Sostenibile srl will provide without additional charge a means of transport equivalent to that originally planned for the return to the place of departure or to any other agreed place, consistent with the availability of such means and places, and it also shall reimburse the difference between the cost of the intended services and the services performed up to the time of early return.

12. TOURIST SUBSTITUTION

12.1 The Tourist may be substituted by another person provided that:

- a) Turismo Sostenibile srl is informed in writing of the substitution at least 4 working days before the departure date and it is also informed of the reasons for the substitution and the details of the new Tourist;
- b) the new Tourist meets all the requirements for the use of the service (pursuant to art. 39 of Tourism Code) and in particular the requirements related to or passports, visas, health certificates;
- c) it is still possible to supply the same services or other services to the new Tourist;
- d) the new Tourist reimburses Turismo Sostenibile srl all the additional expenses needed to substitute the Tourist; the amount of said expenses shall be quantified before the service begins.

12.2 The old Tourist and the new Tourist are jointly liable for the payment of the balance of the price and of the amounts referred to in subparagraph d) of this Article.

13. DUTIES FOR TOURISTS

13.1 During communication and before the contract is finalised, citizens belonging to the European Union Member States shall be given written general information - updated to the date of web itinerary preparation - pertaining to health obligations and to necessary travel documents. Non-EU citizens, instead, shall collect the corresponding information through their diplomatic representatives in Italy and/or through the respective official and governmental information channels.

13.2 In any case all tourists shall take care, before the departure, to verify that said information are up-to-date by checking them up with the relevant authorities (for Italian citizens the closest Police Headquarters or the Ministry of Foreign Affairs through the site www.viaggiaresecuri.it or the Central Telephone Information Centre number 06.491115) and take note of the information received. Failure to verify the information relieves the broker or Turismo Sostenibile srl from any responsibility for the Tourist's being unable to actually depart for the journey.

13.3 Consumers must inform Turismo Sostenibile srl of their citizenship and, before departure, they shall make sure they have all vaccination certificates, personal passport and any other document required for all the countries reached by the journey as well as any required visa and health certificates, and that all such documents are fully valid.

13.4 In addition to that, in order to assess the health and security of the countries of destination and, therefore, the actual usability of services purchased or to be purchased, the tourist shall retrieve (making use of information sources referred to in subsection 2) the official general information at the Ministry of Foreign Affairs that lists all the officially non-recommended destinations: should the Tourist choose to nonetheless acquire the package tour and travel to said destination(s) the Tourist will willingly accept all the risks of the journey, also for the purpose of relieving of responsibilities as per art.46 of the Tourism Code.

13.5 Consumers shall also follow the general rules of prudence and diligence and the specific behaviour rules in force in the countries of destination, complying with all the information provided by Turismo Sostenibile srl, as well as with rules, regulations and laws related to the package tour. The consumers shall be liable for all damages that Turismo Sostenibile srl may suffer also because of their failure to comply with the above mentioned obligations, including the costs necessary for their repatriation.



13.6 The Tourist shall provide Turismo Sostenibile srl with all documents, information and evidence in its possession relevant to the Tourist's right to exercise the right of subrogation, pursuant to art. 48 of the Tourism Code against third parties responsible for the damage and is responsible to Turismo Sostenibile Plus srl for any prejudice to the right of subrogation.

13.7 The Tourist shall also communicate in writing to Turismo Sostenibile srl, at the time of booking, any special personal requests that may be the subject of specific agreements on the travel arrangements, provided said requests can actually be satisfied.

13.8 The Tourist is obliged to inform Turismo Sostenibile srl of any needs or special conditions that might affect the journey (pregnancy, food allergies, disabilities, etc ...) and to explicitly specify any special or customised service required.

13.9 As for expatriating children under 14 and minors for whom a special Authorization (issued by the Judicial Authority) is required, it will be necessary to carry out all the procedures described on the Police website <http://www.poliziadistato.it/articolo/191/>.

14. HOTEL CLASSIFICATION

14.1 The official classification of hotels provided via the website or in other information material is based exclusively on formal indications of the relevant classification authority of the country where the service is provided.

14.2 In absence of official classifications recognized by public authorities of the countries members of the EU where the service is provided, Turismo Sostenibile srl reserves the right to provide on the website a description of the accommodation in order to allow the Tourist to evaluate and choose it.

15. LIMITS TO THE RESPONSABILITY Turismo Sostenibile srl is liable for damages caused to Tourists as a result of partial or full breach of contract, regardless of contract services being provided directly by Turismo Sostenibile srl or by third party service providers, unless Turismo Sostenibile srl proves that the event was caused by actions of the Tourist (including initiatives taken by the Tourist during the enjoyment of tourist services) or by the unforeseeable or unavoidable action of a third party, by unavoidable circumstances outside the scope of the services provided under this contract, by accident, by force majeure, or by circumstances that Turismo Sostenibile srl could not, based on professional diligence, reasonably foresee or forestall.

16. CIVIL LIABILITY INSURANCE - COMPENSATION LIMITS

16.1 The compensation pursuant to Articles 44, 45 and 47 of the Tourism Code and its limits and expiry are governed by the provision in this document and in any case by the limits established by the CCV and by the International Conventions governing the services included in package tours as well as by Articles 1783 and 1784 of Civil Code.

17. OBLIGATION TO ASSIST

17.1 Turismo Sostenibile srl shall provide assistance to tourists in compliance with the professional diligence criterion only and exclusively for what concerns the obligations provided for by the laws in force or by this contract.

17.2 Turismo Sostenibile srl and the Agent are exempted from their responsibilities set forth in Articles 15 and 16 if and when their improper performance or non-performance of contract obligation is attributable to the Tourist, or depends on an unforeseeable or unavoidable action by a third party or was caused by a fortuitous or force majeure event.

18. COMPLAINTS The Tourist shall report any non-compliance of the contract suffered during their use of the package tour by promptly submitting a complaint so that Turismo Sostenibile srl, its local



representative or the tourist guide can remedy the situation promptly. Failure to do so will cause a reduction or the total cancellation of compensation of damages pursuant to art. 1227 of Civil Code. The tourist shall also file a complaint by sending a registered letter with return receipt or other means guaranteeing proof of receipt to Turismo Sostenibile srl, not later than ten working days from the Tourist's return to the journey's starting place. Failure to do so will void the complaint.

19. **INSURANCE AGAINST CANCELLATION AND RETURN COSTS** Unless these are not explicitly included in the package price, we recommend to underwrite a travel insurance policy to cover costs related to package tour cancellation, injury and loss or damage to luggage. It is also possible to enter into a service contract covering the return travel to the Tourist's country in case of accidents, illness and/or force majeure. The Tourist shall exercise the rights under these contracts exclusively with Insurance Companies with which the policies have been stipulated at the terms and conditions and in the manner provided by these policies.

20. **TOOLS FOR ALTERNATIVE RESOLUTION OF DISPUTES** In compliance with the provisions of art. 67 of Tourism Code, Turismo Sostenibile srl may propose to the Tourist alternative modalities to solve disputes, either on the catalogue, the web site or elsewhere. In this case, Turismo Sostenibile srl shall detail the various types of alternative methods and the effects that they have.

21. **GUARANTEE FUND** 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 Turismo Sostenibile srl:

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

The Fund must also provide immediate economic assistance in case of a forced re-entry from non-EU countries due to emergencies imputable or not to Turismo Sostenibile srl. 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.

Turismo Sostenibile srl contributes 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.

ADDENDUM

GENERAL TERMS AND CONDITIONS OF SALE OF SINGLE TOURIST SERVICES

A) REGULATORY PROVISIONS

The contracts for the supply of the sole transportation service, accommodation or any other separate tourist service cannot be configured as a negotiation of the organization of a trip or package, and are governed by the following provisions of the International Convention on Travel Contracts (CCV): art. 1, no. 3 and n. 6, arts. 17 to 23, arts. from 24 to 31, with reference to provisions other than those relating to the organization contract as well as other agreements related to the sale of a single service contract.

B) CONDITIONS OF CONTRACT

These contracts are also subject to the following clauses of the general conditions of contract for the sale of packages above: art. 6, paragraph 1, art. 7, paragraph 2, art. 13, art. 19. The application of these clauses does not determine in any manner whatsoever the configuration of its contracts as a package. The terms used in the contract for tourist package (organizer, travel, etc..) should therefore be interpreted with reference to the corresponding figures of the sales contract for individual tourist services (seller, stay, etc..).



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C) PROTECTION OF PERSONAL DATA (ex art. 13 D. Lgs. 196/03)

The treatment of personal data, whose submittal is necessary to conclude and execute the contract, is carried out in accordance with D. Lgs. 196/2003 in both digital and printed format. Data will be transmitted only to the suppliers of the services included in the travel package. The client will be able to exercise the rights ex art. 7 D. Lgs. 196/03, by contacting info@activetraveltuscany.com