



General terms and sales conditions for organised travel packages

Please read the following general terms and sales conditions carefully before confirming your reservation. By using Vita Calabria Tours services you agree with the terms and conditions of this agreement .

1. LEGISLATIVE SOURCES

The sale of travel packages, with the object of providing services both nationally as well as abroad, is regulated – until it is repealed under the art. 3 Decree Law No 79, May 23, 2011 (the “Tourism code”) – by Law 27/12/1977 n°1084 by ratification and fulfillment of International Convention concerning travel contracts (CCV) signed in Brussels on 23.04.1970 – as applicable – as well as by the Italian Tourism Code, (art. 32-51) and its subsequent amendments.

2. ADMINISTRATIVE ARRANGEMENTS

The organizer and the intermediary of the travel packages must be enabled to perform their tasks in accordance with the applicable administrative regulations, including regional regulations. According to the art. 18, VI paragraph of the Italian Tourism Code, the use in company name of the words “travel agency”, “tourism agency”, “tour operator” or other words and phrases, in a foreign language too, similar in nature, is allowed only to licensed companies referred to the 1st paragraph.

3. DEFINITIONS

For the purposes of this contract the following terms shall have the meaning ascribed below:

- a) travel organizer: the subject which is obliged in his own name and upon receipt of the payment of an inclusive price, to provide travel packages to third parties, realizing the combination of the items in the following art. 4 or offering to the Guest, also through a remote communication system, the possibility to accomplish autonomously and buy that combination;
- b) intermediary: the subject who even non-professionally and non-profit, sells or is obliged to provide travel packages realized according to the following art. 4 and charging a flat fee;
- c) Guest: the buyer, the assignee of a travel package or any other person to be nominated, who satisfy all the conditions required for the use of the

service, for whom the principal contractor agrees to buy with no benefit a travel package.

4. DEFINITION OF TRAVEL PACKAGE

The definition of travel package is the following:

“travel packages include trips, holidays and “all inclusive” packages, tourist cruises, resulting from the combination, by anyone and in anyway realized, of at least two of the following elements, sold or offered as a flat rate price:

- a.) transportation,
 - b.) accommodation,
 - c.) additional tourism services not included in the transportation or accommodation costs,
- according to the art.36, that constitute a significant part of the “travel package” to guarantee the satisfaction of the Guest’s recreational needs (art. 34 of the Italian Tourism Code).

The Guest has the right to receive the copy of the travel package sales contract (according to art.35 of the Italian Tourism Code). The contract is entitled to access to the National Compensation Fund referred to the following art.21.

5. INFORMATION FOR THE GUEST – TECHNICAL SHEET

The organizer shall provide the Guest with a technical sheet included in the catalogue – also on electronic form or by electronic transmission. The required elements are:

- details of the administrative authorization or, if applicable, the D.I.A. or S.C.I.A. of the organizer;
- details of the civil liability insurance policy
- validity period of the catalogue or the program not included in the catalogue;
- terms and conditions for the replacement of the Guest (art. 39 of the Italian Tourism Code);
- parameters and criteria for adjustment of the travel price (art. 40 of the Italian Tourism Code).

The organizer shall also include any additional conditions in the technical sheet, as well as the identity of the air carrier , in case of air transport, in accordance to the European Union regulations (art. 36 of the Italian Tourism Code).

6. RESERVATIONS

The reservation proposal must be written on specific contract forms, in the case that forms should be electronically submitted, it shall be compiled in each part and signed by the Guest, who will receive a copy. The reservation

agreement is valid only, with consequent conclusion of the contract, at the moment when the organizer sends relative confirmation, which can occur also by email, to the Guest through the intermediary travel agency.

Before departure, the organizer will provide the indications that are relative to the travel package not contained in contract documents, in the brochures or other means of written communication, as provided by art. 37, comma 2 of the Italian Tourism Code.

According to the art. 32, comma 2 of the Italian Tourism Code, in case of contracts stipulated at distance or outside business premises (as defined by artt. 50 and 45 of D. Lgs. 206/2005), the organizer reserves the right to communicate in writing the non-existence of the withdrawal right provided by artt. 64 and ss. of D. Lgs. 206/2005.

7. PAYMENT

Upon reservation the 25% of the total amount of the travel package shall be paid by the Guest as a deposit. The full and complete payment is due within 7 days of the reservation and no less than 60 days prior to departure.

Reservations made within 60 days prior to departure require full payment upon reservation. The failed payment of the above mentioned amounts within the deadlines leads to the implementation of an express termination clause which allows the travel organizer to cancel the organized travel contract .

We accept the following methods of payment:

a. WIRE TRANSFER: To enable the wire transfer payment to be processed efficiently please note on the wire transfer order the number and the date of the ADV reservation. The wire transfer shall be done in Euro.

The wire transfer information is as follows: IBAN IT54 C062 2512 0031 0000 0003 787, BIC: IBSPIT2P, NAME ON ACCOUNT AT RECEIVING BANK: Delicanto S.r.l., BANK NAME: Cassa di Risparmio del Veneto.

b. CREDIT CARD: We accept Visa and Master Card. The Guest's credit card will be charged in the local currency (Euro) and will be exchanged by the Guest's bank at the exchange rate applicable on the day the bank processes the charge. For this reason, there may be a variation in the price quoted and the actual rate processed on the Guest's credit card.

The Guest represents and warrants that the credit card information supplied is true, correct and complete. The credit card holder must be a participant in the program or a credit card authorization form is required to be returned to us by fax or e-mail within 24 hours of the reservation.

8. PRICE

The price of the organized travel package is set out in the organized travel contract, in agreement with what is stated in the catalogue or in the extra-catalogue program, as well as in any subsequent updates thereof. It can be

adjusted up to 20 days prior to departure and only as a consequence of changes registered in:

- a) transport cost including the cost of fuel;
- b) fees and taxes on some types of travel services such as taxes, landing, embarking and disembarking fees in harbors and airports;
- c) exchange rates applied to the organized travel package involved.

For such adjustments reference will be made to both the exchange rates and the above mentioned costs in force at the time of publication of the program, as referred to in the technical sheet in the catalogue, as well as to the date of any updates thereof.

Any fluctuations will vary the flat rate of the organized travel package in the percentage expressly indicated on the technical sheet in the catalogue or extra-catalogue program.

Please note that the price is VAT included but not inclusive of tourist tax, which may be settled directly at the hotel.

9. MODIFICATION OR CANCELLATION OF THE ORGANIZED TRAVEL PACKAGE BEFORE DEPARTURE

Before departure, the travel or the intermediary organizer who need to significantly change one or more elements of the organized travel contract will immediately inform the Guest in writing, indicating the type of modification and the consequent variation of the flat rate.

Should the Guest not accept the modification mentioned in paragraph 1, the Guest can exert the right to recover the sum already paid or to choose an alternative organized travel package in accordance with paragraphs 2 and 3 of article 10.

Guests can also exert the above mentioned right when cancellation is due either to the fact that the minimum number of participants stipulated by the catalogue or extra-catalogue program has not been reached, to force majeure or to fortuitous circumstances regarding the organized travel package. In case the cancellation is not due to force majeure, fortuitous circumstances or the non-attainment of the minimum number of participants stipulated, or any reason which differs from the Guest's non-acceptance of the alternative organized travel package, the travel organizer that cancels the organized travel package shall reimburse the Guest a sum equal to twice the amount the Guest has paid and that the travel organizer has collected (article 33, letter e) of the Consumer Code).

The sum to be reimbursed to the Guest cannot in any case be more than twice the amount that the Guest would have to pay should it be the Guest who cancels the organized travel contract, in accordance with the successive article 10, paragraph 4.

10. GUEST'S CANCELLATION

The Guest may withdraw from the contract without paying any penalty in the following cases:

- increase of the price exceeding 10%, as per aforementioned art. 8
- important modifications involving one or more elements of the contract, proposed by the organizer after contract completion but prior to departure and not accepted by the Guest, which might significantly and objectively alter the travel package.

In the above mentioned cases the Guest is entitled to the following alternative rights:

- to enjoy an alternative travel package without any increase of price, or with refund of the excess price if the second travel package should be of inferior value;
- to the refund of the down payment. Such refund will be due within 7 working days from receipt of the application for refund.

The Guest shall give notice of his/her decision (to accept modification or to cancel) within and not later than two working days following the date on which the notice of increase or modification is received. The organizer's proposal shall be considered accepted if the Guest does not reply within the above mentioned deadline.

Guests who withdraw from the contract prior to departure in cases not mentioned by the first paragraph shall pay – regardless of the down payment as set forth in art.7 , paragraph 1: – the administrative costs, a penalty which will be calculated as follows and any other costs for any insurance coverage requested prior to completion of the contract as well as for any services previously provided.

- 10% until 45 days before departure;
- 30% from 44 to 25 days before departure;
- 50% from 24 to 15 days before departure;
- no refunds will be given after these deadlines.

All dates listed above are business days, meaning Monday through Friday between 9a.m. and 5p.m. calculated by the date and time in Italy.

11. MODIFICATIONS AFTER DEPARTURE

If, after departure, the organizer is unable to supply an essential part of the organized travel package contained in the organized travel contract, for any reason other than personal reasons regarding the Guest, the organizer shall offer alternative solutions without any additional costs for the Guest and reimburse the Guest with the difference in price between the services proposed and the services supplied, if the services given are of an inferior value with respect to those foreseen. If an alternative solution cannot be arranged, or the Guest does not accept the alternative solution proposed by

the organizer for proved and justified reasons, the organizer shall supply without surcharge a means of transport equivalent to that originally planned to be used, so as to allow the Guest to return to the place of departure or other place agreed upon, in so far as the availability of means and seats allows, and shall refund the Guest the difference between the cost of the services proposed and that of the actual services supplied up to the time of early return.

12. SUBSTITUTIONS

A Guest who is unable to travel may be substituted by another person provided that:

- a) the travel organizer is informed in writing at least 4 working days before the date of departure, about the reasons for the substitution and about the details regarding the substitute Guest;
- b) the substitute Guest satisfies all the conditions of the organized travel package (ex. Article 89 of the Consumer Code), in particular the requirements regarding passport, entry permits, and health certificates;
- c) the same organized travel package or other substitution services can be given following the substitution;
- d) the substitute Guest reimburses the travel organizer of all the additional costs sustained for the substitution procedure, the amount of which will be quantified before substitution.

Both the Guest and the substitute Guest are liable for the payment of the balance and of the amounts mentioned in letter d) of the present article.

Further requirements and conditions regarding substitutions are indicated in the technical sheet.

13. GUEST'S OBLIGATIONS

During negotiation and before the conclusion of the organized travel contract, Italian citizens will be given written general information updated to the date of printing- regarding health obligations and the documentation necessary for repatriation. Foreign citizens can find the corresponding information through their respective diplomatic representatives present in Italy and/or through the official Government information channels.

In any case, before departure Guests must check any updates with the relevant authorities (for Italian citizens the local police headquarters or the Foreign Affairs Ministry through the web site www.viaggiare Sicuri.it or by contacting the Call Centre at +39 06.491115) and conform to the information received before the journey. In the absence of such verification the travel organizer or the intermediary cannot in any way be held responsible for the Guest's impossibility to depart.

The Guest shall inform the travel organizer of his/her citizenship and, upon departure, shall verify vaccination certificates, individual passports, and any other document which is necessary to travel in and out of the countries included in the itinerary. This also includes visas, transit passes, and health certificates which may be requested.

Furthermore, so as to evaluate the sanitary and safety situations in the destination countries and, therefore, the use of the services acquired or to be acquired, the Guest will check (through the use of the aforementioned information channels – paragraph 2 of the present article) the official general information given by the Foreign Affairs Ministry which expressly indicates if the destinations are considered inadvisable.

The Guest shall also respect the laws and all the regulations within the countries included in the journey, all the information given by the travel organizer, and the regulations regarding the administrative or legislative provisions in relation to organized travel packages. The Guest will be liable for any and all damages the travel organizer may undergo if the above mentioned obligations are not respected, including the repatriation expenses. The Guest shall provide the travel organizer with all documents and information in his/her possession which can be useful for replacement right towards third parties responsible for damages, and is liable to the travel organizer regarding the detriment of replacement rights.

At the time of reservation, the Guest will notify in writing to the travel organizer all personal requests that may be the subject of specific agreements on conditions of travel, provided that these requests are feasible. The Guest shall inform the travel organizer of any requirements or particular conditions (pregnancy, food intolerances, disabilities, etc.) and explicitly specify any request for personalized services.

14. HOTEL CLASSIFICATION

The official classification of the hotels is listed in the catalogue or in other literature only on the basis of the specific and formal indication supplied by the enforcement bodies of the countries in which the service is provided. In the absence of official classification recognized by the public enforcement bodies of the countries, even if members of the E.U., to which the service refers, the organizer reserves the right to include a personal description of the facility in the catalogue or leaflet, in order to allow the Guest to assess, and consequently accept, the same.

15. RESPONSIBILITY REGIME

The travel organizer is liable for damages caused to the Guest in relation to the total or partial non-fulfillment of the services specified in the Contract. This applies whether the services are carried out directly by the travel organizer or

by third parties, unless it is proven that this non-fulfillment is caused by the Guest (this includes autonomous initiatives that the Guest assumes during the journey) or caused by circumstances which are outside the services foreseen by the organized travel package, by fortuitous cases, by circumstances beyond its control, that is, by circumstances that the travel organizer could not reasonably foresee or solve.

The intermediary used for the reservation of the organized travel package is not liable for obligations arising from the organization of the journey, but is exclusively responsible for the obligations arising from the role of intermediary and, however, within the limits foreseen by the laws in force for such responsibility.

16. COMPENSATION LIMITS

Compensation for damages by artt. 44, 45 e 47 of the Italian Tourism Code and relevant prescription terms, are regulated as provided herein and in any case within the limits expected from the C.C.V., the International conventions which governing the services object of the travel package as well as artt. 1783 and 1784 of the Civil Code.

17. ASSISTANCE OBLIGATION

The travel organizer must provide the customer with assistance in the measure required by the criteria of professional diligence, exclusively in reference to the obligations he/she is responsible for under law or by contract. The travel organizer and the intermediary are exempt from their respective responsibilities (articles 15 and 16 of the present General Conditions) when the failed or inexact execution of the contract is attributable to the Guest or depends on an unforeseeable or inevitable outside event, or in the case of fortuitous events or force majeure.

18. COMPLAINTS AND CHARGES

Any fault in carrying out the terms of the contract must be notified without delay by the Guest so that the organizer, their local representative or guide can resolve the issue promptly. Otherwise, the damages will be reduced or excluded pursuant to art. 1227 c.c.

In order to lodge a valid complaint, the Guest must send a written complaint registered mail with return receipt to the organizer or intermediary, within and no later than ten working days from the return date to the place of departure.

19. TRAVEL INSURANCE COVERAGE FOR THE GUEST

At the purchase of a travel package, if not specifically included in the price, it is possible, and even advisable, to stipulate a special insurance covering expenses arising from injuries and incidents related to the transportation of luggage. The Guest will exercise rights inherent these contracts exclusively in respect of the Insurance Companies stipulated, according to the conditions and in the manner provided by these policies.

We recommend that Guests have a travel insurance against cancellation and repatriation costs in case of accidents, illness, incidentals and/or force majeure. Should you be unable to attend your program or part of it, Delicanto is not liable nor responsible for losses or costs.

20. OPTIONAL TRIPS AND SERVICES PURCHASED IN RESORTS OF DESTINATION

Trips and more in general the services purchased in loco by the customer, in the places of destination of the travel and not included in the travel package, must be considered, for the purposes of liability of Tour Operators partners, excluded from the travel contract. Any description in the catalogue of these services is for information only.

21. NATIONAL COMPENSATION FUND (art. 51 of the Italian Tourism Code)

The National Compensation Fund, established for safeguarding Guests in possession of travel contracts, provides, in the event of insolvency or of bankruptcy declared by the intermediary or the organizer, for the following requirements:

- a) refund of the price paid;
- b) repatriation in case of journeys abroad.

Furthermore, the Fund must promptly provide Guests with financial funds in the event of forced return from countries not included in the European Community, due to emergencies which may be ascribable, or not, to the behavior of the organizer.

The conditions of intervention of the Fund are set forth in Prime Ministerial Decree no.349 of 23/07/99, and instances of repayment to the Fund are not subject to any limitation period. The organizer and the intermediary contribute to supply the Fund to the extent established by paragraph 2 of art. 51 of the Tourist Code through the payment of the mandatory insurance premium, a portion of which is paid to the Fund in the manner provided by art. 6 of Ministerial Decree 349/99.

ADDENDUM – GENERAL SALES CONTRACT CONDITIONS OF SEPARATE TOURIST SERVICES

A) LEGAL PROVISIONS

The contracts having as object the offer of the service of transportation and accommodation only, that is of any other separate tourist service, and since it cannot be considered a negotiation of the travel organization, that is of the travel package, are regulated by the following regulations of the CCV (International Convention on Travel Contracts): art. 1, no. 3 and no. 6; art. from 17 to 23; art. from 24 to 31 (limited to parts of such regulations that do not refer to the contract of organization) as well as to other agreements specifically referring to the sale of the individual object of contract. The seller that agrees to provide to third parties, also by electronic means, a separately combined tourist service, shall provide the Guest with documents relating to this service that show the sum paid for the service and the same may in no way be considered travel organizer.

B) CONTRACT CONDITIONS

The following clauses of the above mentioned general conditions of organized travel package sales contract are also applicable to the Addendum: art. 6 paragraph 1; art. 7 paragraph 2; art. 13; art. 18. The application of these clauses does not determine the configuration of the relative contracts as part of organized travel package. The terminology of the above mentioned clauses relating to the organized travel package contract (organizer, trip, etc.) shall be understood with reference to the corresponding figures of the sales contract of the separate tourist services (seller, stay, etc.).

Approved by Assotrasvi

Any dispute arising from this contract will be resolved in Italy, where the tour operator has legal residence.

Please contact us with any questions regarding this contract.