

# **GENERAL SALES CONTRACT CONDITIONS OF TOURISM PACKAGES**

## **Updated on 25 February 2009**

### **1. INTRODUCTION. Tourism Packages**

Stated that:

- a.) The organizer and the vendor of the tourism packages, who the consumer refers to, should be in possession of administrative authorization for the completion of their services,
- b.) The consumer has the right to receive a copy of the sales contract of the tourism packages (according to article 85 Cod. Consumo), that is documented as necessary to access the guarantee in reference to article 18 of these general conditions of the contract.  
The concept of tourism packages (article 84 Cod. Consumo) is the following: tourism packages regard trips, vacation holidays and its "all inclusive" stays, resulting from the prefixed combinations of at least two elements indicated as follows, sold or offered as a flat rate price with a duration of over 24 hours or extending over a period of time that comprises at least one night:
  - a.) transportation;
  - b.) accommodation;
  - c.) additional tourism services not included in transportation or accommodation costs (ommission)...that constitute a significant part of the "tourism package."

### **2. LEGISLATIVE RESOURCES**

The sales transaction of tourism packages, with the the object of providing services both nationally as well as abroad, regulated by L. 27/12/1977 n°1084 by ratification and fulfillment of International Convention relative to travel contracts (CCV) signed in Brussels on 23.04.1970 as applicable to the Consumer Code.

### **3. OBBLIGATORY INFORMATION- TECHNICAL CHART**

**AGRIDEA DI ROSSANA BIGA**

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**Security Policy no. 1442/65/36902266 con la Unipol Assicurazioni Spa**

**Valid period of the program: until 10 January 2010**

The prices are expressed in Euros.

The methods and conditions of substitution are regulated by article 11

### **4. RESERVATIONS**

The request for reservations must be written on specific contract forms, in the case that forms should be electronically submitted, they must be compiled in each part and signed by the client, 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 means of telecommunications, to the client or through the vending travel agency.

The indications that are relative to the tourism packages not contained in contractual documents, in the brochures or by other means of written communication, will be provided by the organizer with standard completion.

## **5. PAYMENT**

The downpayment, up to a maximum of 25% of the price of the tourism package, to be paid at the time of the booking or at the time of the binding request and the date with which the payment must be paid in full, as listed in the catalogue brochure. Non payment of the sum above mentioned, on the preset dates constitutes the conditions clause expressed in such a way as determined, by the intermediary agency and/or for the conditions of rights to be determined by the organizer.

## **6. PRICE**

The price of the tourism package is expressed in Euros and has been calculated based on hotel rates, means of transportation and additional services for the entire validity of the program.

This can be subject to change within 20 days before the date of departure and only in consequence to the variation of:

- cost of transport, cost of petrol and insurance costs are included;
- rights and taxes on certain types of tourism services for which are landing tax, disembarkation or embarkation of passengers in ports or airports;
- changes applied to the package in question.

For such variations there is referral to the exchange rate and to the above mentioned current prices advertised in the program, referred to on the technical chart of the brochure or of the referred date of the above mentioned update.

Variations will incur price changes to the flat rate fee of the tourism package in the percentage expressly indicated on the technical chart or the out of catalog program.

## **7. CONSUMER WITHDRAWAL**

The consumer can withdraw from the contract, without paying penalties, in the following circumstances:

- Price increase according to article 6 exceeding 10% of the price;
- Modification in significant manner of one or more elements of the contract that can be configured as an important aspect, at the time of use, of the tourism package and proposed by the organizer after the conclusion of this contract but before the departure and not accepted by the consumer.

In the above mentioned cases, the consumer alternatively has rights:

- To take advantage of an alternative tourism package, without supplemental charges or with the restitution of the surplus of the price, should the second package have an inferior value than the first;
- To the restitution of the sum already paid. This restitution must be made within 7 working days from the moment of receiving the refund request.

The consumer must communicate his decision (to accept the modification or withdraw) within and not longer than 2 working days from the moment in which the increase notification or modification are received. In failing to meet the above-mentioned period of time, the offer proposed by the organizer is understood as accepted.

The consumer that withdraws from the contract before the departure, outside of the circumstances mentioned at the first point, independently from the downpayment by which article 5, the registration dues, the insurance premium and the percentages of the participation due calculated based on how many days the trip was cancelled before the start of the trip ( the calculation of days does not include the day of withdrawal) by which the communication must occur on a working day previous to that of the start of the trip.

The customer must immediately communicate his withdraw to “Agridea” by phone T. +39 (0)55 98.51.319 or e mail [info@agridea.info](mailto:info@agridea.info) and confirmed it by fax to +39 (0) 55 910.79.44.

In this case, the customer has the right to be reimbursed on the base of the following penalties:

- From the reservation up to 61 days before the beginning of the services booked 20%
- From 60 to 46 days before the beginning of the services booked 30%
- From 45 to 31 days before the beginning of the services booked 50%
- From 30 to 0 days before the beginning of the services booked 100%

These sums must be paid by who is unable to carry out the the trip for lack or irregularity of the expected emigration documents.

In the case of pre-established groups these sums will be agreed upon each time at the signing of the contract.

## **8. MODIFICATION OR ANNULLMENT OF THE TOURISM PACKAGE BEFORE DEPARTURE BY THE CONSUMER**

The modifications requested by the client as soon as the booking has been already accepted do not oblige the organizer in the cases where these requests cannot be fulfilled.

The decrease in the number of passengers within a legal training is to be understood as a “partial cancellation” regulated by article 7.

## **9. MODIFICATION OR CANCELLATION OF THE TOURISM PACKAGE BEFORE DEPARTURE BY THE ORGANIZER.**

Whichever significant modification on behalf of the organizer, or the package or of one of its essential elements is subject to acceptance by the client according to the law of article 91 Codice del Consumo (Consumer Code). In the case of non acceptance the consumer can exercise their rights with reference to article 7. The consumer can exercise their above mentioned rights foreseen in the program or owing to circumstances beyond one’s control, related to the purchased tourism package. For the cancellations different from those ones caused by circumstances that are beyond one’s control, fortuitous events, and by not reaching minimum number of participants as well as for those ones different from the missed acceptance by the consumer of the alternative tourism package, the organizer that cancels is due to give back the consumer the double of what was paid and collected by the consumer (art.33 letter E Consumer Code).

## **10. MODIFICATIONS AFTER DEPARTURE**

The organizer, if after the departure finds him/herself unable to provide for any reason, excluding a personal case of the consumer, an essential part of the services written contract, must give alternative solutions, without additional costs at the expense of the contracting party and if the services provided are of an inferior value with respect to those expected, the reimbursement will be a standard of value equal to the difference.

If there other alternative solutions are not possible, or if the proposed solution by the organizer is refused by the consumer for serious and justified reasons, the organizer will provide without additional charges a means of transportation equivalent to the means of transportation originally expected for the return to the location of departure or to a different location eventually agreed upon compatibly with the availability of the given means of transport and available seating/space and they will be refunded for the difference of the cost of the services provided and those of the services carried out from the moment of advanced re-entry

## **11. SUBSTITUTIONS**

The renouncing client can be substituted by another person provided that:

- a.) The organizer is informed in writing at least 4 working days before the fixed date of departure, receiving contextually communication regarding the generalities of the transferee assignee;
- b.) The substitute satisfies all the conditions for the fruition of the service (ex art. 89 Cod. Cons.) and in particular the prerequisites relative to passport, visa and health certificates;
- c.) The individual sub appointed must repay to the organizer all the additional expenses incurred to continue the substitution in the way that will be quantified before the transfer.

The transferring party and the transferee assignee are responsible jointly and severally for the payment of the cost as well as the amount in letter c) of this article.

In regards to certain types of services, it could occur that a third service provider refuse the modification of the named transferee assignee, even if carried out within the terms of which at the previous item a).

Such non-acceptance will be communicated in good time by the organizer to the concerned parties before the departure.

## **12. OBLIGATIONS OF THE PARTICIPANTS**

The participants must have an (individual or personal ) passport or other documentation valid for all the countries in the contents of the itinerary, as well as a visa of transportation and health certificates that will be requested. The participants must adhere to the rules of prudence and caution and to those rules the laws enforced within the Italian territory, to all the information provided to them by the organizer, and to the rules and administrative and legislative provisions relative to the tourism package. The participants will be held responsible for any damages caused to the organizer caused by the non-fulfilment of the above mentioned obligations by the participants. The consumer must provide the organizer all the documentation, information and the elements in their possession useful to exercise the right of replaceability towards third parties responsible for the damage and he is responsible towards the organizer of the prejudice caused to the right of replaceability. The consumer will inform the organizer in writing, at the time of the reservation, particular personal requests that could become subject of specific agreements regarding the trip conditions, providing that these requests result possible to be carried out.

## **13. HOTEL CLASSIFICATION**

The official classification of the hotels are provided by the program with informative material based on the explicit and formal indications by competent authority of the Province of Arezzo.

The organizer reserves the right to provide in the program or tourist brochure a personal description of the accommodation structure, so to permit an evaluation and consequent acceptance on behalf of the consumer.

## **14. SYSTEM OF RESPONSIBILITY**

The organizer is responsible for damages caused to the consumer due to partial or total non-fulfilment of the contractual services due, both if these are caused by him or by third party service providers, unless proved by the consumer (therewith initiative independently taken upon themselves in the course of the tourist services) or by extraneous circumstances to the services provided in the contract, a fortuitous event, circumstances beyond one's control or circumstances that the organizer could not, in accordance with standard professionalism, reasonably foresee or resolve.

The vendor at the location of where the reservation was made of the tourism package is not responsible in any case of the obligations that arise from the organization of the trip, but is responsible exclusively

for the obligations that arise regarding the intermediary's qualities and within the limits of responsibility of the regulations in force on the subject.

### **15. LIMITS OF COMPENSATION**

Compensation for damages to the person cannot exceed the foreseen limits by the international conventions for which Italy and the European Union are part of with reference to the services whose performance has determined the responsibility. In any case the compensation limit cannot exceed the amount of 50,000 Francs Germinal gold for damages to people, 2,000 Francs Germinal gold for damages to objects, 5000 Francs Germinal gold for any other damage (art. 13 n° 2 CCV).

### **16. OBLIGATIONS OF ASSISTENCE**

The organizer is responsible to provide the measure of assistance to the consumer that is imposed by the criteria of the professional standard exclusively in reference to the obligations of his/her job under the provisions of the law or contract. The organizer and the vendor are exonerated from the respective responsibilities. (art. 14 and 15 of these General Conditions)

when the missing or inexact carrying out of the contract is chargeable to the consumer or is dependent on a third party in an unforeseeable or inevitable way, or in the case of fortuitous event or circumstances beyond one's control.

### **17. COMPLAINTS AND CHARGES**

Any fault in carrying out the terms of the contract must be notified without delay so that the organizer, their local representative or guide can resolve the issue in good time.

The consumer must- for the loss of a right - send a written complaint registered mail with return receipt to the organizer or vendor, within and no later than ten working days from the date of return at the place of departure.

### **18. INSURANCE AGAINST THE EXPENSES OF CANCELLATION AND OF REPATRIATION**

If not expressly included in the price, it is possible, and rather advisable, to stipulate during the booking near the offices of the organizer or the seller special insurance policies against the consequential expenses derived from the cancellation of the package, accidents and baggages. It will be possible to stipulate a contract of assistance that covers the expenses of repatriation in case of accidents and illnesses.

### **19. FUND OF GUARANTEE**

It is founded near the General Direction for the Tourism of the Office of the Productive Activities, the National Fund of Guarantee which the consumer can address to (according to the art. 100 Consumer Code), in case of insolvency or declared failure of the seller or the organizer, for the guardianship of the following demands:

t) refund of the deposited price;

b) repatriation in case of trips in foreign countries

The fund also has to give an immediate economic availability in case of forced reentry of tourists from non-European Countries on the occasion of emergencies due to the organizer's behaviour.

The courses of action of the Fund are established with decree of the President of the Council of Ministers of 23/07/99, n. 349 G.U.s. n. 249 of 12/10/1999.