# GENERAL TERMS AND CONDITIONS

Caravantours Soc. Coop., with its registered office in Rimini, via Parmense no. 19, VAT number 00368500401, in its capacity as a Tour Operator, organizes and sells travel packages and individual services under the conditions described below.

Civil Liability Insurance: Nobis Assicurazioni, insurance nr. 203432535. Guarantee Fund: Nobis Assicurazioni - Filo Diretto Protection, insurance nr. 203432548.

## PRELIMINARY STATEMENT: CONTENT OF THE TOURIST PACKAGE CONTRACT

The tourist package contract includes, in addition to the general conditions that follow, the description of the tourist package contained in the catalog (online or paper), or in the separate travel program, as well as the booking confirmation sent by the organizer to the selling agency, as the representative of the traveller. By signing the offer for the purchase of the tourist package, the traveller must keep in mind that it is considered read and accepted, for themselves and for the individuals indicated in the contract, both the tourist package contract as regulated therein, and the warnings and conditions contained therein, as well as the present ones.

#### 1. LEGISLATIVE SOURCES

The sale of tourist packages and related tourist services is governed by the Tourism Code (articles 32-51novies) as amended by Legislative Decree 62/2018, which implements EU Directive 2015/2302 and its subsequent amendments, as well as the provisions of the Civil Code regarding transport and mandate, insofar as applicable:

As armed by art. 18, paragraph VI, of the Tourist Code, the use of word for business name or trading name purposes "travel agency", "tourism agency", "tour operator", "travel mediator" or other words and phrases even in a foreign language, of a similar nature, is allowed only on the qualified companies referred to in the first paragraph.

#### 2. ADMINISTRATIVE ARRANGEMENTS

The organizer and the seller of the tourist package, to whom the traveller addresses, must be authorized to carry out their respective activities according to current legislation, including regional or municipal regulations, and must operate in accordance with the provisions therein. The organizer and the seller established in Italian territory must be covered by a liability insurance contract for the traveller's benefit, to compensate for damages resulting from the violation of their respective obligations under their contracts. Tourist package organization contracts are supported by insurance policies or bank guarantees that, in cases of insolvency or bankruptcy of the organizer or seller, guarantee, without delay upon the traveller's request, the reimbursement of the price paid for the package purchase and the immediate return of the traveller in case the package includes the transport of the traveller, as well as, if necessary, the payment for meals and accommodation before the return. This obligation also applies to professionals who facilitate related tourist services, for the reimbursement of all payments they receive from travellers.

## 3. DEFINITIONS

For the purposes of this contract, the following terms are understood as:

a) "traveller": anyone who intends to conclude a contract, enters into a contract, or is authorized to travel based on a tourist package contract or a related tourist service;

b) "professional": any natural or legal person, public or private, who, within the scope of their commercial, industrial, craft, or professional activity, acts in tourist package contracts or related tourist service contracts, either directly or through another person acting on their behalf or for their account, as an organizer, seller, professional facilitating related tourist services, or as a provider of tourist services, in accordance with the applicable regulations; c) "organizer": a professional who combines packages and sells or offers them for sale directly or through or together with another professional, or the professional who transmits the traveller's data to another professional in accordance with letter c), number 2.4) of Article 33 of the Tourism Code;

- d) "seller": the professional other than the organizer who sells or offers for sale combined packages from an organizer;
- e) "establishment": the establishment defined by Article 8, paragraph 1, letter e), of Legislative Decree 26 March 2010. No. 59:
- f) "durable medium": any tool that allows the traveller or the professional to store information addressed personally to them in such a way that they can access it in the future for a period of time appropriate to the purposes for which it was intended and that allows for an identical reproduction of the stored information;
- g) "inevitable and extraordinary circumstances": a situation beyond the control of the party invoking such a situation, the consequences of which could not have been avoided even by taking all reasonable measures;
- h) "lack of conformity": a failure to perform the tourist services included in a package;
- i) "minor": a person under the age of 18;
- () "return": the return of the traveller to the place of departure or to another place agreed upon by the contracting parties.

Where used in the contract, the term "traveller" can also be used to identify the "contractor", even if a person different from the actual user of the trip, that is the subject who assumes the obligations inherent in and consequent to the signing of the contract, even in the name of and on behalf of third parties.

## 4. NOTION OF TOURIST PACKAGE AND TOURISTIC SERVICES ATTACHED

4.1. A "tourist package" is understood as the combination of at least two different types of tourist services (i.e.: 1. passenger transport; 2. accommodation that is not part of passenger transport and is not intended for residential purposes or long-term language courses; 3. car rental, rental of other vehicles or motorcycles requiring a Category A driving license; 4. any other tourist service that is not an integral part of one of the tourist services listed in points 1), 2) or 3), and is not a financial or insurance service, nor qualifies as a "supplementary tourist service") for the same trip or holiday, if at least one of the following conditions occurs:

- 1. these services are combined by a single professional, even at the request of the traveller or in accordance with their selection, before a single contract for all services is concluded;
- these services, even if concluded with separate contracts with individual tourist service providers, are:
- 2.1) purchased at a single point of sale and selected before the traveller agrees to the payment; 2.2) offered, sold, or invoiced at a lump sum or global price;
- 2.3) advertised or sold under the name "package" or a similar name;
- 2.4) combined after the conclusion of a contract in which the professional allows the traveller to choose from a selection of different types of tourist services, or purchased from different professionals through linked online booking processes where the traveller's name, payment details, and email address are transmitted by the professional with whom the first contract is concluded to one or more professionals, and the contract with the latter professional(s) is concluded no later than 24 hours after the confirmation of the booking of the first tourist service;
- 4.2. A "related tourist service" is understood as at least two different types of tourist services purchased for the same trip or holiday, which do not constitute a package, and involve the conclusion of separate contracts with individual tourist service providers, if a professional facilitates, alternatively:
- 1. at the time of a single visit or a single contact with their point of sale, the separate selection and separate payment of each tourist service by the travellers;
- 2. the targeted purchase of at least one additional tourist service from another professional when such a purchase is concluded within 24 hours of the confirmation of the booking of the first tourist service.

#### 5. INFORMATIONS FOR THE TRAVELLER

5.1. Before the conclusion of the tourist package contract or an equivalent offer, the organizer and the seller provide the traveller with the relevant "standard information form" and communicate the following information to the traveller:

a) the main characteristics of the tourist services, such as:

- 1. the destination or destinations of the trip, the itinerary, and the periods of stay with the corresponding dates, and if accommodation is included, the number of nights included;
- 2. the means, characteristics, and categories of transport, the places, dates, and times of departure and return, the duration, and the location of intermediate stops and connections; if the exact time is not yet set, the organizer and, if applicable, the seller, inform the traveller of the approximate departure and return times;
- 3. the location, main characteristics, and, if provided, the tourist category of the accommodation according to the regulations of the destination country;
  - 4. the meals provided;
- 5. the visits, excursions, or other services included in the total agreed price of the package;
- 6. the tourist services provided to the traveller as a member of a group, and in such cases, the approximate size of the group;
- 7. the language in which the services are provided;
- whether the trip or holiday is suitable for people with reduced mobility and, upon request of the traveller, specific information regarding the suitability of the trip or holiday taking into account the traveller's needs;

b) the commercial name and geographical address of the organizer and the seller, their telephone contact details and email addresses;

c) the total price of the package including taxes and all rights, duties, and additional costs, including any administrative and processing fees, or, where these cannot be reasonably calculated before the conclusion of the contract, an indication of the types of additional costs the traveller may still incur;

d) the payment methods, including the amount or percentage of the price to be paid as a deposit and the schedule for the payment of the balance, or the financial guarantees the traveller is required to pay or provide;

e) the minimum number of people required for the package and the deadline referred to in Article 41, paragraph 5, letter a), before the start of the package for the possible termination of the contract in case of failure to reach the number;

f) general information concerning passport and visa requirements, including the approximate time for obtaining visas and the health formalities for the destination country;

g) information on the traveller's right to withdraw from the contract at any time before the start of the package, subject to the payment of appropriate withdrawal fees, or, if applicable, the standard withdrawal fees requested by the organizer;

h) information on the optional or mandatory subscription to insurance covering withdrawal costs in the event of unilateral contract termination by the traveller or costs for assistance, including return, in case of injury, illness, or death;

i) the details of coverage for protection in case of insolvency or bankruptcy, as well as the liability insurance contract for the benefit of the traveller;

I) information on the identity of the operating air carrier, if not known at the time of booking, in accordance with Article 11 of EC Regulation 2111/05 (Article 11, paragraph 2 EC Regulation 2111/05: "If the identity of the actual air carrier or the actual air carriers is not yet known at the time of booking, the air transport contractor ensures that the passenger is informed of the name of the carrier that will operate as the actual carriers for the flight or flights concerned. In such cases, the air transport contractor ensures that the passenger is informed of the identity of the actual carrier or carriers as soon as their identity has been confirmed and their potential operational prohibition within the European Union").

5.2. For tourist package contracts concluded by phone, the organizer or the professional provides the traveller with the information required by the "standard information form" in Annex A, Part II, of the Tourism Code.

5.3. In consideration of the long lead time with which catalogs are published containing information on how to use the services, it is specified that the flight times and routes indicated in the acceptance of the proposal for the sale of services may be subject to changes as they are subject to subsequent validation; the final flight times will be communicated in the days preceding departure and return. It is specified that charter flights are not subject, by definition, to a systematic schedule. 5.4. As provided by Article 6.2 of Regulation EC 2027/97, upon passenger request, information will

be provided regarding the provisions concerning the responsibility of the community air carrier for damages due to death, injury, and personal harm, insurance coverage obligations, as well as information on the timing of advance payments to the entitled person for compensation.

"Remember about the informative paper standard that has to be attached to every confirm, check that in the document is written the same that is in the article"

#### **6. PURCHASE PROPOSE AND BOOKING**

6.1Atthetimeoftheconclusionofthetouristpackagecontractor, inanycase, assoonas possible, the organizer or the seller provides the traveller with a copy or confirmation of the contract on a durable medium.

6.2 The traveller has the right to a paper copy if the tourist package contract was concluded with the physical presence of both parties.

6.3 Regarding contracts negotiated outside commercial premises, as defined in Article 45, paragraph 1, letter h), of Legislative Decree 206/2005, a copy or confirmation of the tourist package contract is provided to the traveller on paper or, if the traveller agrees, on another durable medium. 6.4 The tourist package contract is considered perfected, and the contract concluded, only when the organizer sends confirmation, also via electronic system, to the traveller through the seller.

6.5 Reservations are accepted until the available places are sold out. They are considered perfected if the required deposit is immediately sent following the confirmation. The payment methods for the balance will be indicated in the confirmation letter. Failure to pay the aforementioned amounts by the established dates constitutes an express resolutive clause, which results in the resolution of the contract by Caravantours. Further details in the following point 7.

6.6 The traveller must communicate any specific requests to the seller before making the reservation. Such requests are considered part of the contract only if they are possible, written in the contract, and accepted by the organizer.

6.7 Travel documents (e.g., vouchers) will be provided to the traveller in time before departure, and the traveller must keep them and carry them during the trip to access the services regularly booked, along with any other documents (e.g., airline tickets) provided by the seller. The traveller is required to verify the correctness of the details on the documents and the travel contract and to immediately inform the seller of any errors. The traveller must provide the organizer with the participant's details exactly as they appear on the personal identification documents.

6.8 Any excursions, services, or performances purchased and paid for by travellers at the destination are unrelated to this contract. Therefore, no responsibility in this regard can be attributed to the organizer or the seller, even in the event that, as a courtesy, local staff, escorts, guides, or correspondents may handle their booking.

#### 7. PAYMENTS

7.1. At the time of signing the contract, the following must be paid:

a) the registration fee or processing fee (see art. 8);

b) the deposit in the amount indicated by the organizer or the seller. The balance must be paid unconditionally by the deadline established by the organizer in their catalog or in the booking confirmation.

7.2. Failure to pay the aforementioned amounts by the established dates, as well as failure to transfer to the organizer the sums paid by the traveller to the seller, will result in the automatic resolution of the contract by law, to be carried out with simple written communication, by fax or email, to the seller, or to the traveller's domicile, including electronic address if communicated. The balance of the price is considered complete when the amounts are received by the organizer directly from the traveller or through the seller.

# 8. PRICE AND REVISION OF THE PRICE

8.1. The price of the tourist package is determined in the contract, with reference to what is indicated in the catalog or on the organizer's website, or off-catalog/custom program, and any subsequent updates to the same catalogs or off-catalog programs, or on the Operator's website. It may be changed, either increased or decreased, only due to changes in:

- $\bullet \ \, \text{the price of passenger transport based on fuel costs or other sources of energy;}$
- the level of rights and taxes on the tourist services included in the contract imposed by third parties not directly involved in the execution of the package, including landing, disembarkation, or embarkation taxes at ports and airports;
- relevant exchange rates concerning the package in question.

A price increase is possible only after communication on a durable medium by the organizer to the traveller, along with the justification for such an increase and the calculation methods, at least 20 days before the start of the package. If the price increase exceeds 8% of the total package price, the following point applies 9.2. In the event of a price decrease, the organizer is entitled to deduct the actual administrative and handling fees from the refund due to the traveller, which the organizer must provide proof of upon the traveller's request.

8.2. The price consists of:

a) registration fee or processing fee;

b) participation fee: expressed in the catalog or in the package quote provided by the seller to the traveller:

c) cost of any insurance policies against cancellation, withdrawal, and/or medical expenses or other requested services;

d) cost of any visas and entry/exit taxes for the countries of the vacation destination;

e) airport and/or port taxes and fees.

# 9. CHANGE, WITHDRAWAL FROM THE PROGRAM OR CANCELLATION BEFORE THE DEPARTURE

9.1. Before the start of the package, the organizer may unilaterally modify the conditions of the contract other than the price, provided that such modifications are of little importance, by notifying the traveller on a durable medium, also through the seller.

9.2. If, before the start of the package, the organizer is forced to significantly modify one or more main characteristics of the tourist services or is unable to fulfill the specific requests previously accepted and expressly stated in the contract, or proposes to increase the price of the package by more than 8%, the traveller, within a reasonable period specified by the organizer at the time of the modification notification, may either accept the proposed modification or withdraw from the contract without paying any cancellation fees. In case of withdrawal, the organizer may offer the traveller a substitute package of equivalent or higher quality. The modification notice indicates the proposed changes, their impact on the price of the package, the deadline by which the traveller must inform the organizer of their decision, the consequences of the traveller's failure to respond

within the specified period, as well as any substitute package offered and its related price.

9.3. If the modifications to the tourist package contract or the substitute package involve a lower quality or cost package, the traveller is entitled to an appropriate reduction in price.

9.4. In the case of withdrawal from the tourist package contract pursuant to the previous paragraph, if the traveller does not accept a substitute package, the organizer must refund, without undue delay and in any case within fourteen days from the withdrawal, all payments made by or on behalf of the traveller, and the provisions of Article 43, paragraphs 2, 3, 4, 5, 6, 7, 8 of the Tourism Code will apply.

9.5. The organizer may withdraw from the tourist package contract and offer the traveller a full refund of the payments made for the package, but is not required to pay additional compensation if: a) the number of people enrolled in the package is lower than the minimum required by the contract and the organizer communicates the withdrawal from the contract to the traveller within the deadline set in the contract, and in any case, no later than 20 days before the start of the package for trips lasting more than 6 days, 7 days before the start of the package for trips lasting between 2 and 6 days, or 48 hours before the start of the package for trips lasting less than 2 days; b) the organizer is unable to execute the contract due to unavoidable and extraordinary circumstances and communicates the withdrawal from the contract to the traveller without undue delay before the start of the package.

b) In the aforesaid cases, the termination of the functionally-related contracts stipulated with third parties is determined.

c) The number of participants has to be communicated with the maximum precision at the booking or before the established terms from the organizer. Massive decrease of the participant's number from the accepted initial quotation could bring price changes at discretion of the organizer. Also, missing arrives compared to the last rooming list, could bring the application of the "no show" penalty (up to 100%), the cost has to be charged by the traveller or the seller.

#### 10. TRAVELLER WITHDRAWAL

10.1 In case of withdrawal from the travel contract, Caravantours will apply, except where differently written, the followings penalties, in addition of the costs of the cancellation of the services:

- 25% of the amount of the total cost if the renunciation comes to the organizer up to 60 days before the date of the first booked service.
- 50% of the amount of the total cost if the renunciation comes to the organizer from the 60th up to the 30th day before the date of the first booked service.
- 75% of the amount of the total cost if the renunciation comes to the organizer before the 16th day before the date of the first booked service.

No refund, penalty of the 100% of the total cost, from the 15th day before the date of the firsth banked service

Cancellations and annulments of singles confirmed services (hotels, restaurants, guides) could have different penalties, due to Events, Trade Fairs, Manifestations, Holiday of specifics destinations or nations could bring the application of stronger penalties compared to the ones described above. These penalties will have reported in the specific contract from the seller. In the same way the utilization of planes, trains, ferries, cruise boats could bring the application of stronger penalties compared to the ones described above. Will be curated by Caravantours, even in that case, communicating during the offer the entity of eventual cancellation penalties. In case of the stay interruption it will be no refund, except if the group presents a specific declaration from the hotel's direction or from another services provider of refund consent, about the unused services. That process is strictly asked and the organizer will refund only the allowed amount except the agency's costs implemented by the organizer for that service.

10.2. The traveller can take out insurance policies to cover the aforementioned costs of unilateral withdrawal by the traveller or the assistance costs, including repatriation, in the event of injury, illness, or death. Depending on the chosen package, the organizer informs the traveller about the optional or mandatory subscription to such insurance policies.

10.3. Withdrawal fees are not due in the cases provided for in the previous Article 9, point 2. In the case of unavoidable and extraordinary circumstances occurring at the destination or its immediate surroundings, which have a substantial impact on the execution of the package or the transportation of passengers to the destination, the traveller has the right to withdraw from the contract before the start of the package, without paying any withdrawal fees, and to a full refund of the payments made for the package, but is not entitled to any additional compensation.

10.4. In the case of contracts negotiated outside of commercial premises (as defined in Article 45, paragraph 1, letter h) of the Consumer Code), the traveller has the right to withdraw from the tourist package sales contract within a period of five days from the date of conclusion of the contract or from the date they receive the contract conditions and preliminary information if later, without penalties and without providing any justification. In cases of offers with significantly reduced prices compared to current offers, the right of withdrawal is excluded. In this latter case, the organizer documents the price variation, clearly indicating the exclusion of the right to withdraw.

## 11. CHANGES AFTER THE DEPARTURE

11.1. If, due to unforeseen circumstances not attributable to the organizer, it is impossible to provide, during the execution of the contract, a substantial part, in value or quality, of the combination of tourist services agreed upon in the tourist package contract, the organizer offers, at no additional cost to the traveller, appropriate alternative solutions of quality, where possible equivalent or superior, compared to those specified in the contract, so that the execution of the package can continue, including the possibility that the traveller's return to the departure point is not provided as agreed. If the proposed alternative solutions involve a package of lower quality than that specified in the tourist package contract, the organizer grants the traveller an appropriate price reduction.

The contracting seller or the client has to write a communication to Caravantours about his choice (to accept the changes propose or withdrawal from the contract) before 2 (two) business days from the propose receiving. When the changes propose isn't accepted, he can withdraw without paying any penalties, and he has the right of what is preview in art.40 of tourism Code.

11.2. The traveller may reject the proposed alternative solutions only if they are not comparable to what was agreed upon in the tourist package contract or if the price reduction granted is inadequate.

11.3. If it is impossible to arrange alternative solutions or the traveller rejects the proposed alternative solutions, in accordance with what is stated in point 1, the traveller is granted a price reduction.

In case of non-fulfillment of the obligation to offer, point 15.5 applies.

11.4. Where, due to unforeseen circumstances not attributable to the organizer, it is impossible to ensure the traveller's return as agreed in the tourist package contract, points 15.6 and 15.7 apply.

## 12. CONTRACT REPLACEMENT AND TRANSFER OF THE CONTRACT TO ANOTHER TRAVELLER

12.1. The traveller may have another person replace them, provided that:

- a) the organizer is informed no later than seven days before the start of the package;
- b) the person to whom the contract is to be transferred meets all the conditions for enjoying the service, particularly the requirements related to the passport, visas, and health certificates;
- c) the same services or other substitute services can be provided following the replacement;
- d) all administrative and processing fees for the replacement are paid to the organizer, in the amount to be quantified before the transfer, providing, at the request of the transferor, the details regarding any rights, taxes, or other additional costs resulting from the transfer. The transfer costs may include, for example, the purchase of new transport tickets at the available and applicable fare at the time of the transfer request; it is specified that ticket costs are subject to continuous changes and price fluctuations, depending on the booking class, seat availability, fare type, flight class, issue date, and flight date.
- 12.2. The transferor and the transferee of the tourist package contract are jointly responsible for paying the balance of the price and any rights, taxes, and other additional costs, including any administrative and processing fees resulting from the transfer.
- 12.3. In application of Article 944 of the Navigation Code, the replacement will only be possible with the carrier's consent.
- 12.4. If the traveller requests a change to an element or tourist service of an already confirmed booking, and provided that the request does not constitute a contractual novation and that the change can be implemented, the traveller must pay the organizer the administrative and processing fees as well as the costs resulting from the change itself (if new flight tickets need to be issued, the transfer will involve the application of the available airfare at that time).

#### 13. TRAVELLERS OBLIGATIONS

13.1. During the negotiations and before the conclusion of the contract, Italian citizens are provided with general information — updated to the date of printing of the catalog — regarding the conditions for passports and visas, including the approximate time for obtaining visas and the health formalities for the destination country.

- 13.2. For the rules concerning the departure of Italian minors, reference is expressly made to what is indicated on the website of the State Police. It is specified, however, that minors must have an individual valid document for departure (passport, or for EU countries, an identity card valid for departure with the names of the parents indicated). Minors under 14 years of age and minors for whom judicial authorization is required must follow the instructions indicated on the State Police website [http://www.poliziadistato.it/articolo/191/](http://www.poliziadistato.it/articolo/191/].
- 13.3. Foreign citizens must be in possession of an individual passport and any necessary entry visa and may obtain the necessary updated information through their diplomatic representatives in Italy and/or their respective official government information channels.
- 13.4. Travellers must verify, before departure, with the competent authorities (for Italian citizens, the local police headquarters or the Ministry of Foreign Affairs through the website [www.viag-giaresicuri.it](http://www.viag-giaresicuri.it) or the Telephone Operations Center at the number 06.491115) that their documents are in order with the provided instructions and ensure compliance in time before the start of the package. In the absence of such verification, no responsibility for the failure to depart of one or more travellers can be attributed to the seller or the organizer.
- 13.5. Travellers must, in any case, inform the seller and the organizer of their nationality before booking and, at the time of departure, ensure they are in possession of vaccination certificates, an individual passport, and any other valid documents for all the countries covered by the itinerary, as well as any required residence, transit visas, and health certificates.
- 13.6. In order to assess the socio-political, health, and safety situation, and any other useful information related to the destination countries and their immediate vicinity, and thus the objective usability of the services purchased or to be purchased and any substantial impact on the execution of the package, the traveller has the burden of obtaining official general information from the Ministry of Foreign Affairs, disseminated through the official website [www.viaggiaresicuri.it](http://www.viaggiaresicuri.it). The above information cannot be included in the organizers' catalogs either online or paper because they contain general descriptive information and not information subject to changes by official authorities. The updated information must therefore be obtained by the travelers, viewing all the information available on the Ministry of Foreign Affairs website [www.viaggiaresicuri.it](http://www.viaggiaresicuri.it) (sections "Countries," "Health while traveling," and "Warnings"). The traveller is obliged, based on the principle of due diligence, to verify the correctness of their personal documents and those of any minors, and to ensure they have valid documents for departure according to the rules of their country and the agreements governing the matter. The traveller must complete the relevant formalities, keeping in mind that the seller or organizer is not obligated to procure visas or documents.
- 13.7. If, at the time of booking, the chosen destination is listed on the official information channels as a location subject to "advisory or warning" for safety reasons, the traveller who later exercises the right of withdrawal may not claim, for the purposes of exemption or reduction of the requested withdrawal compensation, the invalidation of the contractual cause related to the country's safety conditions.
- 13.8. Travellers must comply with the rules of normal prudence and diligence and those specific to the destination countries, all information provided by the organizer, and the regulations, administrative provisions, or legislation related to the tourist package. Travellers will be held responsible for any damages suffered by the organizer and/or the seller due to non-compliance with the above obligations, including the costs necessary for their repatriation. Furthermore, the organizer may require the traveller to pay a reasonable cost for the assistance provided if the problem was intentionally caused by the traveller or due to their fault, within the limits of the expenses incurred. 13.9. The traveller is required to provide the organizer or seller with all documents, information, and elements in their possession that are useful for exercising the right of recourse against parties who caused or contributed to the circumstances or event leading to the compensation, price reduction, reimbursement, or other obligations in question, as well as to those required to provide assistance and accommodation services based on other provisions, in case the traveller cannot return to the

departure point. The traveller is also responsible for assisting the organizer in exercising the right of subrogation against third parties responsible for the damage and is liable to the organizer for any harm caused to the subrogation right.

13.10. The traveller will also notify the organizer in writing, at the time of the proposal for the purchase of the tourist package and before sending the confirmation of the booking by the organizer, of any special personal requests that may form the subject of specific agreements regarding the travel arrangements, provided that it is possible to implement them and they are subject to a specific agreement between the traveller and the organizer. The traveller is always required to inform the seller and organizer of any special needs or conditions (pregnancy, food allergies, disability, etc.) and explicitly specify the request for related personalized services. The traveller declares and acknowledges that they take full responsibility for the actions of the seller they selected regarding the information received, the delivery of documents, and the correct and timely payment of the fee due to Caravantours Soc. Coop. for the tourist services booked/purchased. In the case of failure to pay the fee, Caravantours Soc. Coop. has the right to terminate the travel contract by sending a simple written communication to the seller.

13.11. The traveller must always promptly inform the organizer, even through the seller, of any nonconformities found during the execution of the package, as indicated in the following article 15.

13.12. The traveller is required to provide the organizer with all documents, information, and elements in their possession that are useful for the organizer's exercise of their right of subrogation against third parties responsible for the damage and is liable to the organizer for any harm caused to the subrogation right. The traveller will also inform the organizer in writing, at the time of the proposal for the purchase of the tourist package and before sending the confirmation of the booking by the organizer, of any special personal requests that may form the subject of specific agreements regarding the travel arrangements, provided that it is possible to implement them and are subject to specific agreement between the traveller and the organizer. The traveller is always required to inform the seller and organizer of any special needs or conditions (pregnancy, food allergies, disability, etc.) and explicitly specify the request for related personalized services. The traveller declares and acknowledges that they take full responsibility for the actions of the seller they selected regarding the information received, the delivery of documents, and the correct and timely payment of the fee due to Caravantours Soc. Coop. for the tourist services booked/purchased. In the case of failure to pay the fee, Caravantours Soc. Coop. has the right to terminate the travel contract by sending a simple written communication to the seller.

#### 14. HOTELS CLASSIFICATION

The official classification of hotel facilities is provided in the catalog or other informational material only based on the explicit and formal indications of the competent authorities of the country where the service is provided

In the absence of official classifications recognized by the competent public authorities of the EU member countries to which the service refers, or in the case of facilities marketed as a "Tourist Village," the organizer reserves the right to provide its own description of the accommodation facility in the catalog or brochure, allowing for an assessment and subsequent acceptance by the traveller.

### 15. ORGANIZER RESPONSIBILITIES ABOUT THE INCORRECT CONTRACT MAKING

15.1 Pursuant to Article 42 of the Tourism Code, the organizer is responsible for the execution of all the tourist services provided for in the tourist package contract, regardless of whether these services are provided by the organizer itself, its auxiliaries or employees when acting in the performance of their duties, third parties whose work it uses, or other service providers, pursuant to Article 1228 of the Civil Code.

15.2 The traveller, pursuant to Articles 1175 and 1375 of the Civil Code, must inform the organizer promptly, directly or through the seller. Such communication must also be sent – under penalty of forfeiture – by registered letter with acknowledgment of receipt to the organizer or via certified email (PEC) to caravantours@pec.it within no later than ten working days from the return to the departure location, taking into account the circumstances of the case, and any conformity defects detected during the execution of a tourist service provided for in the tourist package contract.

15.3 If one of the tourist services is not performed as agreed in the tourist package contract, the organizer must remedy the non-conformity unless it is impossible or excessively costly, taking into account the extent of the non-conformity and the value of the tourist services affected by the defect. If the organizer does not remedy the non-conformity, point 16 applies.

15.4 Subject to the exceptions mentioned in the previous paragraph, if the organizer does not remedy the non-conformity within a reasonable period set by the traveller, considering the duration and characteristics of the package, with the dispute made promptly in accordance with point 13.2, the traveller may personally remedy the defect and request reimbursement for the necessary expenses, provided they are reasonable and documented. If the organizer refuses to remedy the non-conformity or if immediate remedy is required, the traveller does not need to specify a deadline.

15.5 If a non-conformity, under Article 1455 of the Civil Code, constitutes a breach of considerable importance of the tourist services included in a package, and the organizer has not remedied it within a reasonable period set by the traveller, considering the duration and characteristics of the package, with the dispute made under point 15.2, the traveller may, without charges, immediately terminate the tourist package contract or, if applicable, request a price reduction under point 16, without prejudice to any compensation for damages. In the event of termination of the contract, if the package included passenger transport, the organizer must also arrange for the return of the traveller with equivalent transport without undue delay and at no additional cost to the traveller.

15.6 If it is impossible to ensure the return of the traveller, the organizer must bear the cost of necessary accommodation, where possible of a category equivalent to what was provided for in the contract, for a period not exceeding 3 nights per traveller or for the longer period possibly provided by European Union regulations concerning passenger rights, applicable to the relevant means of transport.

15.7 The cost limitation referred to in the previous paragraph 15.6 does not apply to persons with reduced mobility as defined in Article 2, paragraph 1, letter a), of Regulation (EC) No. 1107/2006, and their escorts, pregnant women, unaccompanied minors, and persons needing specific medical assistance, provided the organizer has been informed of their specific needs at least 48 hours before the start of the package.

15.8 It is also specified that sports and recreational facilities, such as the swimming pool, **nightclub**,

market, entertainment, mini-club, sports courses, and similar, may not be activated if the weather conditions or the small number of guests do not justify their operation, and no reimbursement can be claimed for their non-activation.

#### 16. PRICE REDUCTION AND DAMAGE REFUND

16.1. The traveller is entitled to an adequate price reduction for the period during which there was a non-conformity defect, unless the organizer proves that such defect is attributable to the traveller.

16.2. The traveller has the right to receive from the organizer adequate compensation for any damage they may have suffered as a result of a non-conformity defect.

16.3. The traveller is not entitled to compensation for damages if the organizer demonstrates that the non-conformity defect is attributable to the traveller or to a third party outside the provision of the tourist services included in the tourist package contract, and is unforeseeable or unavoidable, or is due to unavoidable and extraordinary circumstances.

16.4. The organizer is subject to the limitations provided by the international conventions in force that bind Italy or the EU, relating to the amount of compensation or the conditions under which it is owed by a provider delivering a tourist service included in a package.

16.5. The tourist package contract may provide for a limitation of the compensation owed by the organizer, except for personal injury or damages caused intentionally or by fault, provided that such limitation is not less than three times the total price of the package.

16.6. Compensation or price reductions granted under the Tourism Code and compensation or price reductions granted under other applicable EU regulations and international conventions must be deducted from each other.

#### 17. SUPPORT OBLIGATION

17.1 The organizer provides adequate assistance without delay to the traveller who is in difficulty, even in the circumstances referred to in point 15.7, particularly by providing the appropriate information regarding health services, local authorities, and consular assistance, and assisting the traveller in making communications remotely and helping them find alternative tourist services.

17.2 The traveller may direct messages, requests, or complaints related to the execution of the package directly to the seller through whom the package was purchased, who, in turn, promptly forwards these messages, requests, or complaints to the organizer.

#### 18. SELLER RESPONSIBILITY

The seller must indicate their role and is solely responsible for the execution of the mandate granted to them by the traveller through the travel intermediation contract, regardless of whether the service is provided by the seller themselves, their auxiliaries or appointees when acting in the exercise of their functions, or by third parties whose services are used. The fulfillment of the obligations undertaken must be evaluated with regard to the diligence required for the exercise of the corresponding professional activity.

## 19. INSURANCE AGAINST CANCELLATION AND REPATRIATION COSTS

If not expressly included in the price, it is possible and advisable to take out special insurance policies at the time of booking at the organizer's or seller's offices to cover the costs of cancellation (always due except for the specific exceptions provided by the tourism code) as outlined in point 10, as well as those arising from accidents and/or illnesses, including expenses for repatriation and the loss and/or damage of luggage. The rights arising from insurance contracts must be exercised by the traveller directly with the contracting insurance companies, under the conditions and in the manner specified in those policies, paying particular attention to the timelines for opening a claim, excesses, limitations, and exclusions. The insurance contract between the traveller and the insurance company is legally binding between the parties and has its effects between the traveller and the insurance company under Article 1905 of the Civil Code.

Travellers must communicate any specific needs or issues to the seller at the time of booking, for which the issuance of policies different from those proposed or included in the price of the package may be necessary and/or appropriate.

# 20. ALTERNATIVE DISPUTE RESOLUTION TOOLS

The organizer will provide the traveller with information regarding any existing complaint handling procedures and alternative dispute resolution (ADR) mechanisms, in accordance with Legislative Decree No. 206 of September 6, 2005, and, if applicable, the ADR body by which the professional is regulated, as well as the online dispute resolution platform pursuant to Regulation (EU) No. 524/2013.

## 21. TRAVELLER GUARANTEES

21.1. The organizer and the seller established in Italy are covered by liability insurance to compensate the traveller for damages arising from the violation of their respective obligations under the contracts.

21.2. The contracts for organizing tourist packages are covered by insurance policies or bank guarantees that, for trips abroad and trips within a single country (including those in Italy), in the event of insolvency or bankruptcy of the organizer or the seller, guarantee, without delay upon the traveller's request, the reimbursement of the amount paid for the purchase of the package and the immediate return of the traveller if the package includes transportation. Additionally, if necessary, the payment of meals and accommodation before the return will be covered. As an alternative to reimbursement or immediate return, the traveller may be offered the continuation of the package as outlined in Articles 40 and 42 of the Tourism Code.

21.3. The same guarantees are provided by professionals facilitating connected tourist services for the reimbursement of all payments received from travellers, to the extent that a connected tourist service is not provided due to the insolvency or bankruptcy of the professionals.

# 22. SINGLE TOURISTIC SERVICES AND ADDED TOURISTIC SERVICES

Contracts concerning the offer of only transport service, only accommodation service, or any other separate tourist service cannot be considered as a contractual agreement for travel organization or a tourist package. They do not benefit from the protections provided by the tourism code, and the contractual conditions of the individual provider will apply. The responsibility for the proper fulfillment of the contract lies with the service provider. In the case of booking linked tourist services, the traveller is provided with protection aimed at reimbursing payments received for services not provided due to the insolvency of the professional who collected the sums paid by the traveller. This protection does not provide any reimbursement in the event of insolvency of the relevant service provider.

#### INFORMATION UNDER REG. (EC) No. 2027/97

Compensation in case of death or injury: There are no financial liability limits in case of passenger injury or death. For damages up to 100,000 SDR (equivalent to approximately 121,000 euros), the airline cannot contest compensation requests. Beyond this amount, the airline may contest a compensation request only if it can prove that the damage is not attributable to it. Advance payments: In case of passenger injury or death, the carrier must make an advance payment within 15 days from the identification of the person entitled to compensation, in order to cover immediate economic needs. In the event of death, the advance cannot be less than 16,000 SDR (equivalent to approximately 19,400 euros). Delays in passenger transport: In case of delay, the carrier is responsible for the damage unless it has taken all possible measures to avoid it, or if it was impossible to take such measures. Liability for the damage is limited to 4,150 SDR (equivalent to approximately 5,000 euros). Delays in baggage transport: In case of delay, the airline is responsible for the damage unless it has taken all possible measures to avoid it, or if it was impossible to take such measures. Liability for the damage is limited to 1,000 SDR (equivalent to approximately 1,200 euros). Destruction, loss, or damage of baggage: The airline is responsible in the event of destruction, loss, or damage to baggage up to 1,000 SDR (equivalent to approximately 1,200 euros). In the case of checked baggage, the airline is responsible for the damage even if its conduct is faultless, unless the damage is inherent to the baggage itself. Regarding unchecked baggage, the airline is only responsible if the damage is attributable to it. Higher liability limits for baggage: Passengers may benefit from a higher liability limit by making a special declaration, at the latest at the time of check-in, and pauing an additional fee. Claims related to baggage: In the event of damage, delay, loss, or destruction during baggage transport, the passenger must file a written complaint with the carrier as soon as possible. In the case of damage to checked baggage, the passenger must file a written complaint within 7 days, and in the case of delay within 21 days, from the date the baggage was made available to the passenger. Liability of the contracting carrier and the actual carrier: If the operating airline is not the contracting airline, the passenger has the right to file a compensation claim or complaint with both. If the name or code of an airline appears on the ticket, that airline is the contracting carrier. Time limits for compensation actions: Legal action must be taken within two years from the date of arrival or the date the flight was scheduled to arrive.

Mandatory communication pursuant to Art. 17 Law 38/2006 "Italian law punishes with imprisonment crimes related to prostitution and child pornography, even if committed abroad."

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