

GENERAL TERMS AND CONDITIONS OF SALE OF SERVICES AND TOURIST PACKAGES TOPVACANZE S.R.L.

CONTENT OF THE CONTRACT OF SALE OF THE TOURIST PACKAGE

The travel contract between Topvacanze s.r.l. and the traveller shall be understood to consist of these General Terms and Conditions, the information document in the catalogues and websites, as well as the booking confirmation of the service sent by Topvacanze s.r.l. or the mandated travel agency.

With the acceptance of the proposal to purchase a tourist package, the traveller is deemed to have read and accepted (for him/herself and for those for whom he/she requests the service) both the contract and the information documents, as well as these general conditions.

1. LEGISLATIVE SOURCES

The sale of tourist packages having as their object services to be provided in both national and international territory, is governed by the current wording of the Tourism Code, specifically Articles 32 to 51-novies, as amended by Legislative Decree No. 62 of 21 May 2018, transposing and implementing EU Directive 2015/2302, as well as by the provisions of the Civil Code on the subject of transport and mandate, as applicable and, to the extent that will be better specified below, by the Consumer Code.

2. ADMINISTRATIVE REGIME

The organiser and the intermediary in the sale, to whom the traveller turns, must be authorised to carry out their respective activities on the basis of the legislation in force, also regional or municipal, given their specific competence. The organiser and the seller must disclose to third parties, prior to the conclusion of the contract, the details of the insurance policy for the coverage of risks deriving from professional civil liability as well as the details of the other guarantee policies, optional or compulsory, for the protection of travellers for the coverage of events that may affect the execution or performance of the holiday, such as cancellation of the trip, or coverage of medical expenses, early return, loss of or damage to luggage, as well as the details of the guarantee against the risks of insolvency or bankruptcy of the organiser and the seller, given the latter's receipt of the sums paid by travellers for the purpose of paying the price of the tourist package - for the purpose of the return of the sums paid or the return of the traveller to the place of departure if the tourist package includes transport services.

3. DEFINITIONS

For the purposes of the package tour contract as defined in Article 33 of Legislative Decree 62/2018, the following shall mean:

1) Tourist service:

- (a) the carriage of passengers;
- (b) accommodation provided that it is not inherently part of passenger transport and provided that it is not intended for residential purposes or relating to long-term language courses
- c) the hire of cars, other motor vehicles within the meaning of Article 3(11) of Directive 2007/46/EEC of the European Parliament and of the Council, or motorbikes requiring a Cat.A driving licence
- (d) any other tourist service that is not inherently part of a tourist service the meaning of (a), (b) or (c)

2) package the combination of at least 2 different types of tourist services referred to in (1), for the purposes of the same trip or the holiday itself under the conditions set out in Article 4 below;

3) tourist package contract: the contract relating to all the tourist services included in the package;

4) commencement of the tourist package: the beginning of the performance of the tourist services included in the package;

5) 'professional' means any public or private natural or legal person who, in the course of his or her work commercial, industrial, handicraft or professional in organised tourism contracts acts, also through another person acting in its name or on its behalf, as organiser, seller or intermediary, professional facilitator of related tourist services or provider of individual tourist services, pursuant to of the regulations set out in the Tourism Code;



- 6) organiser means the professional who combines tourist packages and sells or offers them for sale directly or through or together with another professional, or the professional who transmits the data on the traveller to another professional;
- 7) seller or intermediary means the professional, other than the organiser, who sells or offers for sale services or tourist packages combined by an organiser;
- 8) Traveller means any person who intends to conclude a contract, or concludes a contract or is authorised to travel on the basis of a contract concluded, within the scope of the Tourism Contracts Act organised;
- 9) establishment means an establishment as defined in Article 8(e) of Legislative Decree No. 59 of 26 March 2010;
- 10) Durable medium means any instrument that enables the traveller or professional to conserve the information that is personally addressed to him so that he can access it in the future for a period of time appropriate to the purposes for which they are intended and which allows identical reproduction of the stored information;
11. unavoidable and extraordinary circumstances, a situation beyond the control of the party invoking such a situation and whose consequences would not have been avoided even if all reasonable measures;
12. lack of conformity, a non-performance of the tourist services included in a package;
13. point of sale means any premises, movable or immovable, used for retail sale or sales website retail or similar online sales tool, even if retail websites or online sales tools are presented to travellers as one, including the telephone;
14. return means the return of the traveller to the place of departure or to another place agreed upon by the contracting parties.
15. force majeure, consists of an event of such force that it is not objectively possible to resist. This event, by its intrinsic force determines the person to perform an act positive or negative in a necessary and inevitable manner. Like the fortuitous event, it is relevant as a cause of disclaimer of liability.

4. NOTION OF TOURIST PACKAGE

1. The notion of tourist package, according to the Tourism Code art.33 of Legislative Decree 62/2018, is the following: the combination of at least two different types of tourist services referred to in point 1) of Article 3 which precedes, for the purposes of the same trip or holiday, if

- a) these services are combined by a single professional, even at the request of the traveller or in accordance with his selection, before a single contract is concluded for all services; or
- b) regardless of whether separate contracts are concluded with individual providers tourist services, these services are
 - (i) purchased at a single point of sale and these services have been selected before the traveller agrees to pay
 - (ii) offered, sold or invoiced at a lump sum or global price;
 - (iii) advertised or sold under the name 'package' or similar name;
 - (iv) combined after the conclusion of a contract whereby the trader authorises the traveller to choose from a selection of different types of tourist services; or
 - v) purchased from separate professionals by means of linked processes of booking by telematic means whereby the name of the traveller, the details of payment and the e-mail address are transmitted by the professional with the first contract is concluded to one or more other professionals and the contract with the latter professional(s) is concluded no later than 24 hours after confirmation of the booking of the first tourist service

2. A combination of touristic services in which not more than one of the types of touristic services referred to in point 1) of Article 3 (a), (b) or (c) combined with one or more of the touristic services referred to in point 1 of Article 3 (d) is not a package if the latter services

- a) they do not represent 25% or more of the value of the combination and are not advertised or otherwise represent an essential element of the combination; or



b) are selected and purchased only after the commencement of the performance of a tourist service referred to in point 1) of Art. 3 a), b) or c).

5. CONTENT OF THE TOURIST PACKAGE CONTRACT - PURCHASE PROPOSAL AND DOCUMENTS TO BE SUPPLIED

1. time of concluding the contract for the sale of a tourist package or, in any case, as soon as is possible, the organiser or the seller provides the traveller with a copy or confirmation of the services referred to in the contract, on a durable medium (e-mail) containing the booking confirmation of the services and/or statement of account

2. The traveller is entitled to a hard copy of the booking confirmation and/or statement of account, if the contract of sale was concluded in the simultaneous physical presence of the parties

3. off-premises contracts, as defined in Article 45, paragraph letter h), of Legislative Decree No. 206 of 6 September 2005 (Consumer Code), a copy or the confirmation of the tourist package sales contract is provided to the traveller on paper or, if the traveller agrees, on another durable medium. The same applies to contracts concluded at distance (e-commerce)

4. The contract constitutes entitlement to access the guarantee fund referred to in Article 47 of the Tourism Code.

6. INFORMATION TO THE TRAVELLER

1. Prior to the conclusion of the tourist package contract or a corresponding offer, the organiser and the seller provide the traveller with the relevant standard information form set in Annex A, Part I or Part II of the Tourism Code, as well as the following information

(a) the main characteristics of tourism services, such as:

- 1) the destination(s) of the trip, the itinerary and periods of stay with relevant dates and, if accommodation is included, the number of nights included
- 2) the means, characteristics and categories of transport, the places, dates and times departure and return, the duration and location of intermediate stops and connections; in the case where the exact time is not yet established or known, the organiser and, if appropriate, the seller shall inform the traveller of the approximate time of departure and return
- 3) location, main characteristics and, where applicable, the tourist category of the accommodation in accordance with the regulations of the country of destination
- 4) the meals provided included or not;
- 5) visits, excursions or other services included in the agreed total price of the package;
- 6) the tourist services provided to the traveller as a member of a group and, in this case, the approximate size of the group
- 7) the language in which the services are provided;
- 8) whether the trip or holiday is suitable for persons with reduced mobility and, upon request from the traveller, precise information on the suitability of the trip or holiday that takes into account the traveller's needs. Special requests regarding the modalities of provision and/or execution of certain services that are part of the tourist package, including the need for assistance at the airport for persons with reduced mobility, the request for special meals on board or in the place of stay, must be made at the time of the booking request and be the subject of a specific agreement between the traveller and the Organiser, if necessary also through agency appointed by the traveller

(b) the trade name and geographical address of the organiser and, where of the seller, their telephone numbers and e-mail addresses

c) the total price including the tourist services that make up the package, insurance and/or financial services all fees, taxes and other additional costs, such as administrative and handling fees. Where certain costs are not reasonably calculable prior to the conclusion of the contract, an indication of the type of additional costs that the traveller may still incur

d) the method of payment, including any amount or percentage of the price to be paid as a deposit and the timetable for payment of the balance, or the financial guarantees that the traveller is required to pay or provide



e) the minimum number of persons required for the package (if such a minimum number is envisaged (d) and the deadline referred to in Article 41(5)(a) of the Tourism Code, prior to the commencement of the package for the possible termination of the contract in the event of failure to reach this number

f) general information on passport conditions and/or visas, including approximate times for obtaining visas, and health formalities of the country of destination

g) information on the traveller's right to withdraw from the contract at any time prior to the start of the package upon payment of appropriate withdrawal costs, or, if provided, the standard withdrawal costs required by the organiser pursuant to Article 41, paragraph 1 of Legislative Decree 79/2011 and better specified in the following articles

h) information on the optional or compulsory subscription of insurance covering the costs of unilateral termination of the contract by the traveller or the costs of theft or loss of luggage during transport and/or personal assistance, including repatriation, in the event of accident, illness or death

i) the details of the cover referred to in Article 47(1), (2) and (3) of Legislative Decree 79/2011.

2. In addition, before the beginning of the trip, the organiser and the seller shall communicate to the traveller the information on the identity of the operating air carrier, if not known at the time of booking, according to Art. 11 (Art. 11, paragraph 2 EC Reg. 2111/05: "If the identity of the or carriers is not yet known at the time of reservation, the contracting air carrier shall ensure that the passenger is informed of the name of the air carrier or that will operate as operating air carrier(s) for the flight(s) concerned. In such a case, the air carriage contracting party shall ensure that the passenger is informed of the identity of the operating air carrier or of the operating soon as their identity is established and their possible prohibition operates in the European Union").

3. The organiser prepares in the catalogue or in the non-catalogue programme - even if rendered on electronic media or published on its websites - a technical data sheet. This contains technical information relating to the legal obligations to which the Tour Operator is subject such as, by way of example

- details of the organiser's administrative authorisation or S.C.I.A.
- details of the guarantees for travellers under Article 47 of the Tourism Code
- details of the liability insurance policy

period of validity of the catalogue (in all the forms in which it is provided - paper, telematic, web - as well as the non-catalogue programme

- Parameters and criteria for adjusting the price of travel (Art. 39 Tur. Code)

As already indicated, in the event that tourist services whose sale cannot be configured as a tourist package published and offered in any form, the rules Tourism Code (Legislative Decree 62/2018) will not be applicable, but only the rules of the Civil Code on contracts

7. PAYMENTS

1. When the proposal to purchase the individual service or tourist package signed the management fee and a deposit must be paid on the price of the tourist package as well as the fee relating to any insurance guarantees, if foreseen by the relative tariff applied. The balance must be irrevocably paid within the deadline indicated in the confirmation of booking of the tour package purchased

2. For bookings after the date specified as the deadline for making the balance, the full amount shall be paid at the time of signing the proposal of purchase

3. Tour Operators unsindicated above, by the dates established, equal to the failure to remit to the same, the sums paid by the Traveller to the seller, will result in the automatic termination of the contract with the application of the withdrawal penalties foreseen in the following articles, to be communicated by simple written communication, by fax or email, at the seller agency or at the domicile, including electronic, where communicated, of the traveller and without prejudice to any guarantee actions ex art. 47 of Legislative Decree 79/2011 that may be exercised by the traveller against the seller. Payment is consequently deemed to have been made when the sums have been received by the organiser. It is therefore the responsibility of the traveller to verify that the seller, chosen as his agent for the purchase of the tourist package, meets the legal requirements and specifically of the guarantee against the risk of insolvency or bankruptcy

8. PRICE

The price of the tourist package is determined in the contract, with reference (where present) to what is indicated in the catalogue, or programme outside the catalogue and any updates to the same catalogues or programmes outside the catalogue that may have occurred subsequently, or on websites traceable to the



Operator. In the case of a tourist package, the price may be varied, either upwards or downwards, only as a result of changes in:

- transport costs, including the cost of fuel or possible flight/carrier replacement due to cancellation of the originally scheduled flight
- fees and taxes relating to air transport, landing, disembarkation or embarkation fees at ports and at airports
- exchange rates applied to the package in question.

For such variations, reference shall be made to the exchange rate and prices in force up to a maximum of 21 days prior to departure, with respect to those indicated in the catalogue data sheet, or indicated in any updates to the data sheet published on the websites.

In any case of a package tour, the price may not be changed in the 20 days preceding departure and the revision may not exceed 8% of the price in its original amount.

In the event of a reduction in price, the organiser is entitled to deduct the administrative and handling costs from the refund due to the traveller, for which he must provide proof at the traveller's request.

The price, for each type of contract, consists of:

- (a) practice management fee
- b) participation fee: expressed in the catalogue or in the quotation of the package provided to the seller to the traveller in the case of direct sales
- c) cost of any insurance policies against the risks of cancellation and/or medical expenses or other services requested and not expressly included in the tourist package
- d) cost of any visas and entry and exit fees from the holiday destination countries.
- e) airport and/or port charges and taxes
- (f) any administrative costs of the review/change of file.
- g) optional additional fees (hotel services such as beach front rows, special packages, club, various ancillary services etc.)

The organiser specifies that the prices included in the catalogue are indicative prices and the actual and final price of the tourist package will be the one indicated in the printed or processed proposal on the organiser's website.

9. MODIFICATION OF THE TOURIST PACKAGE BEFORE DEPARTURE

1. The Tour Operator reserves the right to unilaterally change the conditions of the contract, other than the price, if the change is of minor importance. Communication is made in clear and precise manner via a durable medium such as e-mail

2. If, before departure, the organiser needs to significantly modify one or more of the main characteristics of the tourist services forming part of the tourist package, or cannot satisfy the specific requests made by the traveller and already accepted by the organiser, or proposes to increase the price of the package by more than 8%, the traveller may accept the change proposed or withdraw from the contract without paying withdrawal costs

3. does not accept the proposed change referred to in paragraph 2, exercising the right of withdrawal, the organiser may offer the traveller a replacement package of equivalent or superior quality

4. The organiser shall inform the traveller by e-mail, without undue delay, in a clear and precise manner of the proposed changes referred to in paragraph 2 and of their impact on the price of the package pursuant to paragraph 6

5. The traveler communicates his or her choice to the organizer or to the intermediary within two days from the time of receipt of the notice referred to in paragraph 1. In the absence of communication within the above-mentioned time limit, the proposal made by the organizer shall be deemed to have been accepted

6. If the changes in the contract of sale of the package or the replacement paragraph 2 result in a package of lower quality or cost, the traveller is entitled to an appropriate reduction in price

7. withdrawal from the contract of sale of a tour package pursuant to paragraph 2, and if the traveller does not accept a replacement package, the organiser shall refund without undue delay in any case within 14 days from the withdrawal from the contract all payments made by or on behalf of the traveller and shall be entitled to be indemnified for the non-performance of the contract, except in the following cases:

- a. No compensation is provided for the cancellation of the tourist package by the organiser when the cancellation is due to the failure to reach the minimum number of participants that may have been



requested

b. is no compensation for the cancellation of the tourist package when the organiser proves that the lack of conformity is attributable to force majeure and fortuitous events

c. is also no compensation arising from the cancellation of the tourist package when the organiser proves that the lack of conformity is attributable to the traveller or to a third party not involved in the provision of tourist services included in the package contract and is unforeseeable or unavoidable or is due to unavoidable and extraordinary circumstances

8. For cancellations of package tours other than those referred to in paragraph 7 letters a), b) and c) the organiser who cancels shall refund to the traveller a sum equal to twice the amount paid same and effectively cashed by the organiser, even if through the travel agent

9. The sum to be refunded shall never exceed twice the amount for which the traveller would be liable on the same date in accordance with the conditions of cancellation if were to cancel the package

10. WITHDRAWAL

(A) THE TRAVELLER

1. Apart from the cases provided for in the preceding article, the traveller may also withdraw from the tourist package contract without paying any penalty in the following cases

- increase in the package price by more than 8%;

significant modification of one or more elements of the contract objectively configurable as fundamental to the enjoyment of the tourist package as a whole considered and proposed by the organiser after the conclusion of the contract itself but before the departure and not accepted by the traveller inability to meet specific requests made by the traveller and already accepted by the organiser

In the above cases, the traveller may:

- accepting the alternative proposal where formulated by the organiser;

- request the reimbursement of the sums already paid. This reim made within the period indicated in the preceding article

2. unavoidable and extraordinary circumstances that occur at the place of destination or in its immediate vicinity and that have a substantial effect on the performance of the package or on the carriage of passengers to the destination, the traveller has the right to withdraw from the contract, before the beginning of the package, without paying withdrawal fees, and to a full refund of the payments made for the package, but does not have the right to additional compensation

3. traveller who withdraws from the contract prior to departure for any reason whatsoever, including unforeseen and unforeseen - outside of the hypotheses listed in the first paragraph or those provided for by art. 9 paragraph 2 of these General Terms and Conditions - and regardless of the payment of the deposit as indicated in art. 7, will be charged a penalty of 20% (twenty per cent) of the value of the tourist package purchased

However, in the case of off-premises contracts, the traveller has the right to withdraw from the tourist package contract within a period of five days from the date of conclusion of the contract or from the date on which he receives the contractual conditions and prior information if later, without penalty and without giving any reason

In the case of offers with significantly lower fares than the current offers, the right of withdrawal is excluded

In the latter case, the organiser shall document the price change by adequately pointing out the exclusion of the right

No refund shall be made to the traveller in the following cases either:

- cancellation on the day of departure;

- No Show, i.e. failure to show up on the scheduled day of arrival at hotel or check-in at the place of departure for the transport service

- interruption of the trip or stay not caused by the organiser;

- inability to make the trip due to the lack or irregularity of the identity documents (with particular attention to the documents required for minors) or any other fulfilment necessary to make the trip such as visas, permits, compulsory vaccinations, etc.; checking the validity of the documents is the personal obligation of the traveller, which cannot be delegated non-attributability to the traveller of the circumstance of a subjective nature that prevents him/her from taking advantage of the holiday (by way of example: illness, cancellation of holidays, loss of employment, etc.), does not legitimise



withdrawal without penalty, which is provided for by law in the tourist packages only for the objective, unavoidable and extraordinary circumstances that can be found at the location destination of the holiday as per paragraph 2 above, as well as for the hypotheses referred to in paragraph 1 of this Article

The financial consequences arising from the cancellation of the contract due to circumstances falling within the traveller's personal sphere, even if not attributable, can be avoided by taking out an appropriate insurance policy, where this is not mandatory by the organiser

4. In the case of pre-established groups, withdrawal penalties shall be the subject of a specific agreement on each occasion when the contract is signed

5. The organiser reserves the right to indicate in the contract more restrictive penalty conditions than the standard ones provided herein and which will always be highlighted at the time of the quotation (i.e. before the conclusion of the contract) and any confirmation

(B) THE ORGANISER

6. The organiser may withdraw from the tourist package contract and offer the traveller full refund of the payments made, but is not obliged to pay additional compensation if

- the number of persons enrolled in the package is less than the minimum stipulated in the contract and the organiser notifies the traveller of the withdrawal from the contract within the time limit set out in the contract and in any case no later than twenty days before the start of the package in the case of trips lasting more than six days, seven days before the start of the trips lasting between two and six days, forty-eight hours before the start of the package in the case of trips lasting less than two days
- the organiser is unable to perform the contract due to unavoidable and extraordinary circumstances or force majeure events and communicates the cancellation to the traveller without unjustified delay prior to the commencement of the package

7. The organiser shall proceed with all reimbursements prescribed in accordance with paragraphs 2 and 5 without unjustified delay and in any case within 14 days of cancellation. In the cases referred to in Art. 41, paragraphs 4 and 5, Code Tourism, contracts that are functionally connected and stipulated with third parties are terminated

8. In the case of contracts negotiated off-premises (e.g. off the travel agency's premises, at trade fairs or other events, etc.) the traveller has the right to cancel the package contract within a period of five days from the date of the conclusion of the contract or from the date on which he/she receives the contractual conditions and preliminary information if later, without penalty and without giving any reason. If the cancellation by the traveller is communicated after the five days, the above-mentioned penalties shall apply. When the contract has object offers with significantly lower rates than the current offers, after the period of 14 days the right of cancellation is excluded. In the latter case, the organiser shall document the change price by adequately pointing out the exclusion of the right of withdrawal

9. In the event of the conclusion of a distance contract (e.g. purchase via the website of tour operator), as defined in Art. 45 para. 1 lit. g) of the Consumer Code, the right of withdrawal pursuant to Art. 47 para. 1 lit. g) of the Consumer Code is excluded

11. LIABILITY OF THE ORGANISER FOR INCORRECT PERFORMANCE AND SUPERVENING IMPOSSIBILITY IN THE COURSE OF PERFORMANCE - OBLIGATIONS OF THE TRAVELLER - TIMELINESS OF COMPLAINT

1. is responsible for the execution of the services envisaged in the contract of sale of tourist package, regardless of whether such services are to be provided by the organiser himself, by his auxiliaries or supervisors when acting in the exercise of their functions, by third parties whose work he uses or by other providers of tourist services pursuant to Article 1228 of the Civil Code

2. The traveller, in accordance with articles 1175 and 1375 of the Civil Code, shall inform the organiser, directly or through the seller, in a timely manner, taking into account the circumstances of the case, of any lack of conformity detected during the execution of a tourist service envisaged in the contract of sale of a tourist package

3. If one of the tourist services is not performed as agreed in the contract of sale of tourist package, the organiser shall remedy it unless this proves impossible or is excessively onerous, taking into account the existence and extent of the lack of conformity and the value of the tourist services affected by the defect. If the organiser does not remedy the defect, the traveller has the right to a reduction in the price as well as to compensation for the damage he/she has suffered as a consequence of the lack of conformity, unless the organiser proves that



the lack of conformity is attributable to the traveller or to a third party not involved in the supply of the tourist services or is unforeseeable or due to extraordinary and unavoidable circumstances

4. Subject to the exceptions mentioned above, if the organiser does not remedy the lack of conformity within a reasonable period of time established by the traveller with the complaint paragraph 2, the traveller may remedy the defect himself and request reimbursement of the necessary expenses, reasonable and documented; if the organiser refuses to remedy the lack of conformity of the tourist package or if it is necessary to remedy it immediately, the traveller does not need to specify a deadline

5. If a lack of conformity, within the meaning of article 1455 of the civil code, constitutes a breach of the tourist services included in a package and the organiser has not remedied it within a reasonable period established by the traveller in relation to the duration and characteristics of the package with the objection made in accordance with paragraph 2, the traveller may, without charge, terminate the package contract with immediate effect, where appropriate, request, in accordance with article 43 of the Tourism Code, a reduction in the price, without prejudice, however, to any compensation for damages termination of the contract, if the package included the transport of passengers, the organiser will also arrange for the return of the traveller with equivalent transport without undue delay and without additional costs for the traveller

6. here it is impossible to ensure the return of the traveller, the organiser shall bear the costs of the necessary accommodation, where possible of a category equivalent to that provided for in the contract, for a period not exceeding three nights per traveller or such longer period as may be provided for by European Union legislation on passenger rights applicable to the relevant means of transport

7. The limitation of costs referred to in paragraph 6 shall not apply to persons with reduced mobility, as defined by Article 2(1)(a) of Regulation (EC) No 1107/2006, and their accompanying persons, pregnant women, unaccompanied minors and persons in need of specific medical assistance provided that the organiser has been notified of their special needs at least forty-eight hours before the beginning of the package. The organiser may not invoke unavoidable and extraordinary circumstances to limit the liability referred to in this paragraph if the provider of the transport service cannot invoke the same circumstances applicable European Union legislation

8. If due to unforeseen circumstances not attributable to the organiser it is impossible to provide, during the course of performance, a substantial part, in terms of value or quality, of the combination of tourist services agreed in the tourist package contract, the organiser will offer, without a price supplement at the expense of the traveller suitable alternative solutions of a quality, where possible equivalent or superior, to those specified in the contract, so that the performance of the package may continue, including the eventuality that the return of the traveller to the place of departure is not provided as agreed. If the alternative solutions proposed result in a package of lower quality than that specified in the tourist package contract, the organiser shall grant the traveller an appropriate price reduction

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

10. If it is impossible to make alternative arrangements or the traveller rejects the alternative arrangements proposed, which comply with para. 8, the traveller shall be granted a reduction in price. In the event of non-compliance with the obligation to make an offer under para. 8, para. 5 shall apply

11. Where, due to unforeseen circumstances not attributable to the organiser, it is impossible to ensure the return of the traveller as agreed in the tourist package contract, paragraphs 6) and 7) apply

12. SUBSTITUTIONS AND PRACTICE CHANGES

1. The traveller, subject to prior notice given to the organiser on a durable medium, no later than seven working days before the start of the package with a charter flight, may assign the contract for the sale of package to a person who meets all the conditions for the use of the service

2. The transferor and the transferee of the contract of sale of a package tour are jointly and severally liable for payment of the balance of the price and of any additional fees, taxes and other costs, including any administrative and handling costs, resulting from such transfer

3. Inform the transferor of the actual costs of the assignment, which shall not exceed the costs actually incurred by the organiser as a result of the assignment of the contract of sale package tour, and shall provide the transferor with proof of the additional fees, taxes or other costs resulting from the assignment of the contract. In the case of a travel contract with air transport for which a ticket has been issued preferential rate and/or non-refundable, the transfer may entail the issuance of a new ticket with the fare available on the date of the transfer



4. The expected costs to be charged in the event of a mere name change in the management of the tourist package will be equal to a fixed fee of €25 per file, it being understood to exclude what is indicated in previous paragraph 3, or in the case of a tourist package including an airline flight subject tariff variation

13. OBLIGATIONS OF TRAVELLERS

Notwithstanding the obligation to promptly report a lack of conformity of one of the services contained in a tourist package, as provided for in Art. 11(2) et seq:

1. For regulations concerning the expatriation of minors, please refer expressly to what is indicated on the website of the Polizia di Stato should be noted, however, that minors must be in possession of a personal document valid for travel abroad, i.e. passport or, for EU countries, also an identity card valid for expatriation exit from the country of minors under the age of 14 and for those for an Authorisation issued by the Judicial Authority is necessary, the prescriptions indicated on the State Police website <http://www.poliziadistato.it/articolo/191> must be followed
2. Foreign citizens must find the corresponding information through their representations diplomatic representations in Italy and/or their official government information channels any case, travellers will, prior to departure, check for updates at the competent authorities (for Italian citizens, the local Questura (Police Headquarters) or the Ministry of Foreign Affairs via the website www.viaggiasesicuri.it or the Telephone Operations Centre on 06.491115) and comply with them before travelling In the absence of such verification, no responsibility for the failed departure of one or more travellers may be attributed to the intermediary or the organiser
3. Travellers must in any case inform the intermediary and the organiser of their citizenship when requesting the booking of the tour package or tourist service and, at the time of departure, they must definitively ensure that they are in possession of the vaccination certificates required by the laws and regulations in force, the individual passport and any other document valid for all the countries covered by the itinerary, as well as residence visas, transit visas and health certificates that may be required
4. Furthermore, in order to assess the socio-political, health, climatic and environmental security situation and any other useful information relating to the countries of destination and, therefore, the objective usability of the services purchased or to be purchased, the traveller will have the burden of obtaining official information of general nature from the Ministry of Foreign Affairs, and disseminated through the institutional website of the www.viaggiasesicuri.it above information is not contained in the T.O.'s catalogues - online or in paper format – since they contain descriptive information of a general nature as indicated in Article 34 of the Tourism Code for tourist packages and not temporally changing information The same should therefore be assumed by travellers
5. on the date of booking, the chosen destination is found, through institutional information channels, to be subject to "warning" for socio-political or environmental security reasons, or health reasons, travellers who subsequently exercise their right to withdraw cannot invoke, for the purposes of exemption or reduction of the claim for compensation for the withdrawal made, the lack of the contractual cause related to the country's security conditions, since this was already known at the time of booking
6. Travellers must also comply with the rules of normal prudence and diligence and with the specific rules in force in the countries of destination of the trip, with all the information provided to them by the organiser, as well as with the regulations, administrative or legislative provisions relating to the tourist package as well as with the rules of diligence and good conduct within the facilities Failure to comply with these rules, at the unquestionable discretion of the Hotel Management, may result in the removal of the offender from the structure and, where deemed appropriate, the possible reporting to the competent Public Authorities Similarly, situations relating to pathologies that may represent a health risk for the other guests, or alterations of the psychic state - if not previously reported and accepted in writing by the Tour Operator – constitute circumstances that may lead to the eventual removal from the structure
7. Travellers shall be liable for all damages that the organiser and/or seller may suffer as a result of their failure to comply with the above obligations, including the costs necessary for their repatriation
8. The traveller is obliged to provide the organiser with all the documents, information and elements in his possession that are useful for the exercise of the latter's right of subrogation against third parties responsible for the damage and is liable to the organiser for the prejudice caused to the right of subrogation
9. The traveller will also communicate in writing to the organiser, at the time of the proposal of sale of the tourist package and therefore before the organiser sends the booking confirmation of services, any particular personal requests that may form the subject of specific agreements on the travel arrangements, as long as it is possible to implement them



14. HOTEL CLASSIFICATION

The official classification of hotel facilities is provided in the catalogue or in other information material only on the basis of the express and formal indications of the competent authorities of the country or region in which the service is provided. In the absence of official classifications recognised by the competent Public Authorities of the EU Member States to which the service refers, or in the case of facilities marketed as a "Tourist Village", the organiser reserves the right to provide its own description of the accommodation facility in the catalogue or brochure, so as to allow the traveller to assess and consequently accept it.

15. LIABILITY REGIME

The organiser is liable for damages caused to the traveller as a result of the total or partial non-fulfilment of the services contractually due, whether these are carried out by him personally or by third party service providers, unless he proves that the event was caused by the traveller (including initiatives autonomously undertaken by the latter during the execution of the tourist services) or by the fact of a third party of an unforeseeable or inevitable nature, by circumstances extraneous to the provision of the services envisaged in the contract, by fortuitous events, by force majeure, or by circumstances that the organiser himself could not, according to professional diligence, reasonably foresee or resolve.

The intermediary with whom the booking of the tourist package has been made is not liable for the obligations relating to the organisation and execution of the trip, but is exclusively responsible for the obligations arising from his or her capacity as intermediary and for the execution of the mandate given to him or her by the traveller, as specifically provided for in Article 50, Tourism Code, including the guarantee obligations set out in Article 47 of the same code.

16. LIMITS OF COMPENSATION FOR PACKAGE TOURS AND STATUTE OF LIMITATIONS

Compensation pursuant to Articles 43 and 46 of the Tur. Code and the relative limitation periods, are governed by what is set forth therein and in any case within the limits established by the Inter-national Conventions that govern the services that are the object of the tourist package, it being understood that the compensation or reduction in price granted pursuant to the aforementioned articles and the compensation or reduction in price granted pursuant to the international regulations and conventions are deducted from each other. Personal injuries, on the other hand, are not subject to a fixed limit.

The right to a reduction in price or compensation for damages for changes in the contract of sale of a tourist package or replacement package is prescribed in two years from the date of the traveller's return to the place of departure.

The right to compensation for personal injury is time-barred in three years from the date of the traveller's return to the place of departure or in the longer period provided for compensation for personal injury by the provisions governing the services included in the package.

17. POSSIBILITY OF CONTACTING THE ORGANISER VIA THE SELLER

1. The traveller may address messages, requests or complaints relating to the performance of the package directly to the seller through whom he/she purchased it, who, in turn, shall forward them promptly to the organiser

2. For the purposes of compliance with time limits or periods of limitation, the date on which the seller receives messages, requests or complaints referred to in the preceding paragraph shall also be considered the date of receipt for organiser

18. DUTY OF CARE

The organiser provides adequate assistance without delay to the traveller in difficulty also in the circumstances referred to in Article 42, paragraph 7 of the Tourism Code, in particular by providing the appropriate information regarding health services, local authorities and consular assistance and by assisting the traveller in making long-distance communications and helping him/her to find alternative tourist services. The organiser may charge a reasonable fee for such assistance if the problem is caused intentionally by the traveller or through his or her fault, within the limits of the expenses actually incurred.

19. INSURANCE AGAINST CANCELLATION AND REPATRIATION COSTS

It is possible, and absolutely recommended by the organiser, to take out special insurance policies at the time of booking against expenses arising from cancellation of the package, accidents and/or illnesses during the trip that also cover repatriation expenses and for loss and/or damage to luggage. Details of the terms and conditions of the insurance policies can be found on the tour operator's website as well as in the quotations made through the agency. The rights arising from the insurance contracts must be exercised by the traveller



directly against the stipulating Insurance Companies, under the conditions and in the manner stipulated in the policies themselves, as set out in the policy conditions published in the catalogues or displayed in the brochures made available to Travellers at the time of confirmation.

20. ALTERNATIVE DISPUTE RESOLUTION INSTRUMENTS

Pursuant to and for the purposes of Art. 67 of the Tourism Code, the organiser of a tourist package may propose to the traveller (in the catalogue, on the documentation, on its website or in other forms) ways of alternative resolution of disputes that have arisen. In this case the organiser will indicate the type of alternative resolution proposed and the effects that such adherence entails.

21. GUARANTEES TO TRAVELLERS (ART. 47 OF THE TOURISM CODE)

Contracts for the sale of tourist packages are assisted by suitable guarantees provided by the organiser and the travel agent intermediary in the sale which, for trips abroad and trips within a single country, guarantee, in the event of insolvency or bankruptcy of the seller or organiser, the refund of the price paid for the purchase of the package and the immediate return of the traveller in accordance with Art. 47 of the Tourism Code. The guarantee referred to in Article 47 of the Tourism Code operates exclusively with reference to the contract of sale of a tourist package as defined in Article 33 of the Tourism Code. Not covered by the guarantee against the risk of insolvency or bankruptcy are all products sold by the Organiser and/or Travel Agent that do not fall within the definition of a tourist package contained in Art. 33 of the Tourism Code. [such as by way of example tourist services sold individually such as the hotel stay or the individual transport service and not connected, timeshare contracts, long-term language courses, high school programmes, cultural exchanges included in international student mobility programmes, packages and connected tourist services purchased as part of a general agreement for the organisation of travel of a professional nature concluded between a professional and another natural or legal person acting within the scope of their trade, business, craft or professional activity, combination of no more than one of the tourist services referred to in point 1) of Art. 3(a), (b) or (c) with one or more of the tourist services referred to in point 1) of Article 3(d), where the latter do not account for 25 per cent or more of the value of the combination and are not advertised or otherwise constitute an essential element of the combination, or are selected and purchased only after the commencement of the performance of a tourist service referred to in point 1) of Article 3(a), (b) or (c)]. The identification details of the legal entity that, on behalf of the organiser, is required to provide the guarantee and the methods for accessing it are indicated on the organiser's website, in the data sheet attached to these general conditions and may also be indicated in the booking confirmation of the services requested by the traveller.

In order to avoid incurring forfeitures, you are advised to keep in mind the deadlines indicated for the submission of applications. It is understood that the expiry of the time limit due to the impossibility of submitting the application and not to inertia on the part of the traveller, allows for remission within the same time limit.

22. OPERATIONAL CHANGES AND SPECIAL SITUATIONS

In view of the fact that catalogues are published well in advance, containing information on how to use the services, it should be noted that the flight and ferry times and routes indicated in the acceptance of the proposal to purchase the services may be subject to change as they are subject to subsequent validation. In light of this, the traveller should request confirmation of the services from their agency immediately prior to departure. The organiser will inform passengers of the identity of the actual carrier within the timeframe and in the manner provided for by article 11 of EC Reg. 2111/2005.

23. DATA SHEET

Technical organisation: Topvacanze Srl P.IVA - C.F. 13007380960 - REA number MI - 2697796 Registered office: Piazzale Luigi Cadorna, 10 - CAP 20123 - topvacanze@legalmail.it

Authorisation details: **Suap Municipality of Milan Protocol of 06/09/2023 inserted in documentation Practice 130073880960-17082023-1609, protocol REP_PROV_MI/MI-SUPRO/0342924 of 21/08/2023.**

The reference rates shown in the catalogue are expressed in euros.

Policy No. 12908743 With Europe Assistance Italia s.p.a. Professional liability max.€ 2,100,000.00

Guarantee Fund: AMITRAVEL PROTECTION - POLICY No. 10014299300005 with Bene Assicurazioni s.p.a., Registered office and Head Office: Via dei Valtorta 48 Milan, 20127 - Share Capital 25,199,000 euros i.v. - CF and VAT no. 09599100964 - Company authorised to carry out insurance business under IVASS Order no. 0237415 of 21/12/2016 - Registration number in the Register of Insurance Companies no. 1.00180



24. ADDENDUM GENERAL TERMS AND CONDITIONS FOR THE SALE OF INDIVIDUAL TOURIST SERVICES

(A) REGULATORY PROVISIONS

Contracts whose object is the offer of only the transport service, only the accommodation service, or any other separate tourist service, since they cannot be configured as a negotiated case of travel organisation or tourist package, do not enjoy the protections provided in favour of travellers by the European Directive 2015/2302

A seller who undertakes to procure a tourist service for a third party, even electronically, is obliged to issue the traveller with documents relating to this service, showing the amount paid for service, and cannot in any way be regarded as a travel organiser

B) REDUCED PRIVACY POLICY

Inform travellers that their personal data, the provision of which is necessary to enable the conclusion and execution of the travel contract, will be processed manually and/or electronically in accordance with current legislation. Any refusal will result in the impossibility of conclusion and consequent execution of the contract. The rights provided for by current legislation - by way of example: the right to request access to personal data, their rectification or cancellation or the limitation of their processing or to object to their processing, as well as the right to data portability; the right to lodge a complaint with a supervisory authority - may be exercised vis-à-vis the data controller

For any further information on data processing by the organiser, please refer to the specific section of the website <https://www.kelibiabeachhotel.com/it/> containing the Privacy Policy. In any case, travellers are informed that their personal data may be communicated to

- Persons to whom access to the data is granted by law, regulation or EU legislation;
- Insurance companies and third parties, also in non-EU countries, for the processing of travel bookings (hotels, airlines, Sales Operations, Back office, Charter Flight Contracting and Distribution Line, Assistance, Administration).
- External data processors and authorised persons in charge of processing the travel dossier who are regularly instructed and trained in the processing of personal data.

For travel to countries outside the EU and outside those indicated above for which there is an adequacy decision by the European Commission pursuant to art. 45 and/or art. 46 of Reg. EU 2016/679, we inform you that travellers will not be able to exercise their rights as provided for by the Regulation either towards the Data Controller, or directly towards third parties (such as, for example: hoteliers, local carriers, local insurance companies, public or private healthcare institutions, etc.) since such obligation to process and/or store data according to EU standards is not provided for by the laws of the host country. Article 49(1)(b) of GPDR 679/2016, a transfer or a complex of transfers of personal data to a third country or international organisation is permissible if the transfer is necessary for the performance of a contract concluded between the data subject and the data controller or for the performance of pre-contractual measures taken at the request of the data subject

MANDATORY COMMUNICATION PURSUANT TO ARTICLE 17 OF LAW NO. 38/2006.

"Italian law punishes with imprisonment crimes concerning prostitution and child pornography, even if committed abroad".

INFORMATION SHEET
CONTRACT OF SALE OF TOURIST SERVICES
AND PACKAGES TOPVACANZE S.R.L.

Hotel: Kelibia Beach Hotel & Spa

Category: 4 stars

Address: Plage el Mansoura Kelibia 8090BP106 - KELIBIA, Tunisia

Telephone: +216 722 77 777

Cap Bon Kelibia Beach Hotel regulations:

- check-in time: 15:00
- check-out time: 11:00
- easy and free Wi-Fi access
- pool hours (supervised): mornings from 9 a.m. to 2 p.m. and afternoons from 2 p.m. to 7 p.m.
- burkini banned
- free but unsupervised parking
- display of the assortment of cold meats and sweet products in the theatre bar snack bar during the afternoon.

International telephone prefix: +216

Time zone: GMT+1

How to get there

By car: From Tunis airport 120Km or Enfidha 130Km

By plane: Tunis or Enfidha airport

Required documents: Passport, ID card accompanied by booking voucher

Currency: Tunisian Dinar

Credit cards: Visa, MasterCard.

Number of rooms: 251

Beach: Directly on the beach with direct access

Catering: Main restaurant with buffet, 2 à la carte restaurants

Bars: 3 pay bars

Sports: 2 tennis courts, 1 multi-purpose court (five-a-side football, basketball), beach volleyball court, bocce court

Swimming pools: 3 outdoor pools including one for children, 1 heated indoor pool.

Animals: Small animals are allowed (max. 5 kg)

Minors: Unaccompanied minors cannot be accommodated.



DATA SHEET
CONTRACT OF SALE OF SERVICES
AND TOURIST PACKAGES TOPVACANZE S.R.L.

Technical organisation:

Topvacanze Srl P.IVA - C.F. 13007380960 - REA Number MI - 2697796 Registered Office: Piazzale Luigi Cadorna, 10 - CAP 20123 - topvacanze@legalmail.it

Authorisation details: Suap Municipality of Milan Protocol of 06/09/2023 inserted in documentation Practice 130073880960-17082023-1609, protocol REP_PROV_MI/MI-SUPRO/0342924 dated 21/08/2023.

The reference **rates shown in** the catalogue are expressed in euros.

Policy No. 12908743 With Europe Assistance Italia s.p.a. Professional liability max. € 2,100,000.00

Guarantee Fund: AMITRAVEL PROTECTION - POLICY No. 10014299300005 with Bene Assicurazioni s.p.a., Registered office and Head Office: Via dei Valtorta 48 Milan, 20127 - Share Capital 25,199,000 euros i.v. - CF and VAT no. 09599100964 - Company authorised to carry out insurance business under IVASS Order no. 0237415 of 21/12/2016 - Registration number in the Register of Insurance Companies no. 1.00180 - W: www.bene.it - E: info@bene.it - Pec: beneassicurazioni@legalmail.it - T: 02.892 973 - F: 02 893 547 15 Customers: clienti@bene.it - T: 02 814 800 70



RATES 2024
CONTRACT OF SALE OF SERVICES
AND TOURIST PACKAGES TOPVACANZE S.R.L.

1. Refundable rate:

- Full price refundable up to **48h before check-in** (15h arrival day) prior to arrival.

Tariff from catalogue:

Payment:

From 1 June to 15 September 50% payment by confirmation - other periods pre-authorisation to guarantee

Balance 5 days before departure

2. Partially refundable:

- **10%** discount for bookings with 50% refund of total cancellable within **7 days** of arrival date.

Payment for confirmation of 50%

Balance 5 days before departure

3. Non-refundable rate but with date change option:

- **15%** discount for non-refundable reservations but with date change option within **15 days** prior to arrival date, subject to availability.

Payment for confirmation 50%

Balance 15 days before departure

4. Non-Refundable Rate

- **20%** discount for non-refundable bookings

Payment 100% upon confirmation

5. Flash Rate:

- variable promotional discount, non-refundable

Payment at the hotel

