

**GENERAL TERMS AND CONDITIONS OF SALE OF PACKAGE TOURS**

All travel and package tour contracts ("**Contract**") signed by the traveller ("**Traveller**") with Simonetta Bike Tours, based in Via Madonna del Terraglio, 5 - 37129 Verona - Italy, VAT number: 03969700230, C.F.: BTTSNT58A67L781P ("**Organizer**"), owner also of the brand "Itinera Bike" are also governed by these general conditions ("**Conditions**"), the description of the tourist package contained in the separate travel program, as well as the booking confirmation of the services requested by the Traveller together with the documents referred to in art. 36 co. 8 of the Italian Tourism Code. By signing the proposal for the purchase of the tourist package, the Traveller expressly declares that he or she understands and accepts, for himself or herself and for those for whom he or she requests the service, both the travel contract as regulated therein and the warnings contained therein, as well as these Conditions.

**1. LEGAL SOURCES**

The sale of tourist packages in Italy is governed by Law no. 1084 of 27/12/1977 ratifying and implementing the International Convention on Travel Contracts ("**CCV**"), signed in Brussels on 23.4.1970, and by articles 32-51 of Legislative Decree no. 79 of 23/05/2011 - Tourism Code, and its subsequent amendments ("**TC**").

**2. ADMINISTRATIVE REGIME**

The Organizer is authorized to execute the Contract according to the legislation in force and has informed the Traveller, before the conclusion of the Contract, of the details of the insurance policy to cover risks arising from professional liability, as well as the details of the guarantee against the risks of insolvency or bankruptcy of the Organizer, in order to return the sums paid to the Traveller or to organize his/her return to the departure place.

**3. PRE-CONTRACTUAL INFORMATION**

The Traveller declares to have received, prior to the conclusion of the Contract, the relevant standard information form, ("**EU Directive Form**"), set out in Annex A of the TC, as well as the pre-contractual information required by the TC.

**4. CONCLUSION OF THE CONTRACT**

1. The Contract proposal can be requested by the Organizer to the Traveller in two different ways, depending on the type of tourist package. In the case of standard tourist packages, proposed on the Organizer's web pages, the online filling in of a special booking form is re-requested. The Traveller's submission of the completed form together with the payment of the deposit constitutes a proposal for a Contract. In the case of tailor-made packages, the Contract proposal must be drawn up on a special form filled in by the Organizer, signed by the Traveller and sent by email to the Organizer. The Contract is deemed to be concluded when the Organizer sends the relevant Contract Acceptance.

2. Special requests for the provision of certain services forming part of the Contract must be included in the proposal and must be the subject of a specific agreement between the Traveller and the Organizer.

3. In the case of Contracts negotiated off-premises, the Traveller is entitled to withdraw from the 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 terms and conditions and preliminary information (if later), without penalty.

In the case of offers with significantly lower prices than current

offers, the right of withdrawal is excluded. In this case, the Organizer shall document the price variation by adequately highlighting the exclusion of the right of withdrawal.

**5. PAYMENTS**

1. Unless otherwise indicated in the pre-contractual information or in the Contract, when signing the proposal to purchase the tourist package, the following must be paid: the registration and practical management fee, and the down payment of the price of the tourist package published on the website or provided as a tailor-made package, in the quote provided by the Organizer.

The balance must be paid within the time limit established by the Organizer in its catalogue or in the booking confirmation.

2. For bookings made after the date indicated as the deadline for payment of the balance, the entire amount must be paid when the purchase proposal is signed.

3. The non-payment of the amounts on the dates established costs-is an express termination clause pursuant to art. 1456 of the Italian Civil Code such as to determine the automatic legal termination of the Contract.

**6. PRICE**

1. After the conclusion of the Contract, the price ("**Price**") may be increased unilaterally by the Organizer up to a maximum of 8% as a result of changes concerning:

a) the cost of passenger transport as a function of the cost of fuel or other energy sources;

b) the taxes or charges on tourist services included in the contract imposed by third parties, including landing, disembarkation and embarkation taxes at ports and airports;

c) the exchange rates relevant to the package.

2. If the increase exceeds 8% of the Contract Price, art. 40 para. 2, 3, 4 and 5 of TC shall apply.

3. The Traveller is entitled to a reduction in the Price if there is a reduction in costs pursuant to Art. 39 TC, para. 2, letter a, b and c after the conclusion of the Contract and before the start of the journey. The reduction will be quantified in 20% of the cost reduction, up to a maximum of 8% of the Price.

4. In the event of a reduction in the Price, the Organizer is entitled to deduct the administrative and handling costs of the actual files from the reimbursement due to the Traveller, of which he must provide proof at the Traveller's request.

**7. MODIFICATION OR CANCELLATION OF THE CONTRACT BEFORE DEPARTURE**

1. The Organizer reserves the right to unilaterally modify the conditions other than the Price within the limits set by the TC, communicating this to the Traveller.

2. If, before the start of the trip, the Traveller is forced to significantly modify one or more of the main features of the tourist services as per art. 34, para. 1, letter a), or cannot meet the specific requests as per art. 36, para. 5, letter a), or proposes to increase the Package Price by more than 8%, the Traveller may withdraw from the Contract without paying withdrawal charges by notifying the Organizer within 7 days. Otherwise, the changes will be considered accepted.

3. In case of withdrawal, the Organizer may offer the Traveller a Contract of equivalent or higher quality.

**8. WITHDRAWAL**

1. The Traveller may, at any time, withdraw from the Contract. In this case the following penalties shall apply:

- withdrawal from the reservation up to 30 days before departure: penalty equal to the deposit paid;

- withdrawal from 29 to 15 days before departure: penalty of 50% of the Price;
- withdrawal from 14 to 0 days before departure: penalty of 100% of the Price;

The Traveller who is insured against the risk of cancellation of the trip may be reimbursed by the insurance company in accordance with the insurance contract.

2. The Organizer may withdraw from the Contract and offer the Traveler the reimbursement of the payments made, reduced by the appropriate expenses, without any additional compensation if:

- a) the number of persons registered in the package is less than the minimum provided for;
- b) the Organizer is unable to perform the Contract due to unavoidable and extraordinary circumstances.

#### **9. TRANSFER OF THE CONTRACT**

1. The Traveller may only transfer the Contract:

- a) to a person who meets all the conditions for the use of the service;
- b) giving notice to the Organizer either by email as well as by PEC or Certified Mail no later than seven days before the start of the package;
- c) paying the sum of € 30,00 no later than seven days before the start of the package.

2. The assignor and the assignee are jointly and severally liable for the payment of the Price and any other charges connected with the Contract.

#### **10. TRAVELLER'S OBLIGATIONS**

1. When sending the proposal, the Traveller declares that he or she has received the general information regarding passports and visas and the health formalities necessary for expatriation and, in any case, that he or she has found the necessary information through other sources, including diplomatic representations and/or government information channels. The Traveller also declares that he has verified the truthfulness and updating of the information with the competent authorities, and that he has adjusted it before the trip.

2. It is understood that the Organizer is in any case not responsible for the Traveller's failure to depart and that the above information, if any, contained in the catalogues on the website or in tailor-made packages, must in any case be verified by the Traveller.

3. When sending the proposal, the Traveller declares that he or she is provided with the vaccination certificates and all the authorizations and any other documentation necessary to circulate in the states where the trip will take place.

4. The Traveller undertakes to comply with the rules of normal prudence and diligence and with the specific rules in force in the destination countries of the trip and with all the information provided to them by the Organizer.

5. The Traveller is responsible for all damages that the Organizer may suffer also due to the failure to comply with the above mentioned obligations, including the expenses necessary for their repatriation.

6. In the event that the Organizer has granted compensation or a Price reduction, or has paid compensation for damages or has been forced to comply with other obligations prescribed by law, the Organizer has the right to subrogate, within the limits of the compensation paid, in all of the rights and actions of the Traveller towards the third parties responsible. In this case, the Traveller undertakes to provide the Organizer with all documents, information and elements in his possession useful for the exercise of the right of subrogation.

#### **11. ORGANISER'S LIABILITY**

1. The Traveller shall inform the Organizer of any lack of conformity detected during the execution of the Contract within 7 days of the conclusion of the trip, under penalty of forfeiture.

2. The Organizer, at its unquestionable choice, may either remedy the lack of conformity, unless this proves impossible; or reduce the Price, subject to the exceptions set out in art. 43, para. 3 CT.

3. If, due to circumstances not attributable to the Organizer, it is impossible to provide a substantial part (in terms of value or quality) of the combination of tourist services agreed upon in the Contract, the Organizer offers, at no extra charge to the Traveller, suitable alternative solutions of equivalent or higher quality, where possible, than those specified in the Contract, so that the performance of the same may continue.

4. The Traveller may reject the proposed alternative solutions only if they are not comparable to what is agreed in the Contract or if the price reduction granted is inadequate.

#### **12. LIMITATION OF LIABILITY**

The total liability of the Organizer towards the Traveller is limited to three times the Price, except for personal injury or damage caused intentionally or through gross negligence.

#### **13. CANCELLATION AND REPATRIATION COSTS INSURANCE**

1. The Traveller declares that he has been informed by the Organizer of the possibility of signing special insurance policies against the costs arising from the cancellation of the Contract, accidents and illnesses that also cover the costs of repatriation and loss and damage to luggage.

2. The Traveller undertakes to exercise the rights arising from the insurance contracts directly against the insurance company.

#### **14. PROTECTION OF THE TRAVELLER**

1. The Traveller declares to be aware that the Organizer is established on the Italian national territory and is covered by a third party liability insurance contract in favor of the Traveller for the compensation of damages arising from the violation of the Contract.

2. The Traveller also declares to be aware that the package tour organization contracts are assisted by insurance policies or bank guarantees or issued by the Funds referred to in para. 3 of art. 47 of the TC, which in cases of insolvency or bankruptcy of the Organizer guarantee, at the Traveller's request, the reimbursement of the Price.

#### **15. JURISDICTION AND APPLICABLE LAW**

1. All disputes that may arise regarding the interpretation or execution of the Contract and these Conditions are subject to the exclusive jurisdiction of the Court of Verona (Italy).

2. The Contract and these Conditions are governed by Italian law, without any reference to its principles of private international law.