

TERMS AND CONDITIONS

The following general conditions, the description of the tourist package or the separate travel program, as well as the booking confirmation of the services requested by the traveler, form an integral part of the travel contract. In signing the proposal for the sale of a tourist package, the traveler considers the tourist package contract as regulated, both the warnings contained therein and these general conditions, to have been read and accepted.

Passucci International Travel S.r.l. acts both as a seller, with regard to the sale of tourist packages and individual services organized by third parties, and as an organizer with regard to group trips proposed by the same and to tailor-made trips developed at the specific request of the consumer.

1) LEGISLATIVE SOURCES

The sale of tourist packages and tourist services is regulated by the following legislative sources:

- **Law of 27/12/1977 n.1084** for ratification and execution of the International Convention relating to the travel contract (CCV) signed in Brussels on 23/04/1970;
- **Legislative Decree n.206/2005** "Consumer Code, pursuant to article 7 of law 29 July 2003, n. 229", (Legislative Decree 6 September 2005, n. 206);
- **Legislative Decree of 23 May 2011, n. 79: Code of state legislation on tourism** regulation and market, pursuant to article 14 of law 28 November 2005, n. 246, as well as implementation of Directive 2008/122/EC, relating to timeshare contracts, contracts relating to long-term holiday products, resale and exchange contracts;
- **Tourism Code Annex to Legislative Decree 23 May 2011, n. 79.**

2) AUTHORISATIONS

Authorization Headquarters: Abruzzo Region n.115492 of 10/02/2018, **Passucci International Travel S.r.l.** is authorized to carry out the activity of selling and organizing tourist packages and services in accordance with the laws in force.

3) DEFINITIONS

For the purposes of this contract, the following definitions apply:

- **TRAVEL ORGANIZER:** the person who creates the combination of the elements referred to in point 4 and undertakes in his own name and for a lump sum to procure tourist packages for third parties;
- **SELLER:** the person who sells or undertakes to procure tourist packages created pursuant to point 4;
- **CONSUMER OF TOURIST PACKAGES:** the purchaser, the transferee of a tourist package or any person to be named, provided that he satisfies all the conditions required for the use of the service, on whose behalf the principal contractor undertakes to purchase a tourist package without remuneration.

For any other definition, please refer to the Tourism Code

4) NOTION OF TOURIST PACKAGE

Pursuant to art. 34 of Legislative Decree 79/2011 - Pre-contractual Information of the "Tourism Code", the definition of "tourist package" is as follows: "Tourist packages have as their object travel, holidays, all-inclusive circuits, tourist cruises, resulting from the combination, by anyone and in any way achieved, of at least two of the elements indicated below, sold or offered for sale at a flat rate price:

- transport;
- accommodation;
- tourist services not ancillary to transport or accommodation referred to in article no. 36 which constitute, for the satisfaction of the tourist's recreational needs, a significant part of the tourist package (pursuant to articles NN. 35 and 36 of the Tourism Code), which is also a necessary document to access the Guarantee Fund referred to in art. no. 20 of these General Conditions of the Contract.

CONTENTS OF THE CONTRACT - PURCHASE PROPOSAL

1. At the time of conclusion of the tourist package sales contract or, in any case, as soon as possible, **Passucci International Travel S.r.l.**, as the Organizer or the seller, provides the traveler with a copy or confirmation of the services referred to in the contract on a durable medium (e.g. Email, WhatsApp) containing the booking confirmation of the services.
2. The traveler has the right to a paper copy if the tourist package sales contract was stipulated in the simultaneous physical presence of the parties.

5) MANDATORY INFORMATION - TECHNICAL DATA SHEET

The Organizer creates a technical data sheet in the catalog, the mandatory elements of which are:

- Administrative Authorization Details;
- Details of the civil liability insurance policy;

For "Tailor-made trips" organized by **Passucci International Travel S.r.l.** with specific requests from the customer, the organizer will provide the consumer with the exchange rates used at the time of signing the contract, the cost of transportation including the cost of fuel, landing, disembarkation or embarkation fees and taxes at ports and airports, local taxes.

6) RESERVATIONS

The reservation request must be made on a specific contractual form, also electronic, filled in in every part and signed by the customer.

Acceptance of the reservation will be considered perfected only when the organizer sends the relative confirmation, also by electronic means, to the customer at the seller's or at the customer's address. The

information not contained in the contract, in the brochures or in other means of communication, will be provided by the organizer before the start of the trip. Pursuant to Legislative Decree no. 79/2011, the right of withdrawal provided for in articles 64 et seq. as well as articles 52, 53 and 54 is not applicable.

GUARANTEES FOR TRAVELLERS: Optional Insurance Policy “NOBIS COMPAGNIA DI ASSICURAZIONI S.P.A.”.

The cost of fuel is subject to variations that may modify the price in the contract; such variations are computed per passenger and are the result of the application of the calculation criterion adopted by the carrier performing the service.

Technical Organization **Passucci International Travel S.r.l.** - Operational Headquarters in Atesa - Viale Cesare Battisti n.6

License Decree of the President of the Regional Council of Abruzzo n. 115492 of 10/02/2018

Third Party Liability Insurance Policy n. 203387586 NOBIS COMPAGNIA DI ASSICURAZIONI S.P.A. FILO DIRETTO PROTECTION (6006).

7) PAYMENTS

In the case of sale of packages and tourist services of third parties: at the time of booking, a deposit must be paid in the amount requested by the organizer, in addition to the registration fees and any additional costs foreseen. The balance must always be paid 30 days before departure. When the booking is made in the 30 days prior to departure, the consumer will be obliged to pay the entire sum at the time of signing the contract.

In the event of organizing a “tailor-made trip” with specific requests from the customer, the entire amount of the costs of air or sea or other transport, both outward and return, must be paid at the time of booking, in addition to the boarding and disembarkation taxes at airports, ports or other places designated for the departure and arrival of the means of transport chosen by the customer. In addition, a deposit equal to 25% of the total cost of hotel services and any other service necessary to carry out the mandate must be paid at the time of booking, in addition to registration fees and additional costs.

A second deposit equal to a further 25% must be paid 60 days before departure. The total balance of the remainder must be paid 30 days before departure.

When the booking is made in the period between the 60th and 30th day before departure, the deposit to be paid will be equal to 50% of the total cost of the hotel services and any other service necessary to carry out the mandate, in addition to the amount provided for transport costs. In the event of a booking made after the 30th day before departure, the consumer will be obliged to pay the entire sum upon signing the contract. Failure to pay the above amounts on the established dates constitutes an express termination clause such as to determine, by “Passucci Viaggi”, in its capacity as organizer, the automatic termination of the contract, without prejudice to compensation for further damages suffered.

8) PRICE OF THE TOURIST PACKAGE

1. The price of the tourist package and/or services is determined in the contract, with reference – where present – to what is indicated in the program published on the Operator’s website.
2. It may be changed, up or down, only as a result of changes in:

- transportation costs, including fuel costs;
- fees and taxes relating to air transportation, landing, disembarkation or embarkation rights at ports and airports and local taxes;
- exchange rates applied to the package in question.

3. For such changes, reference will be made to the exchange rates and prices in effect on the date of publication of the program, or on the date reported in any updates published on the websites.

In any case, the price may be changed up to 20 days before departure

4. The price is made up of:

- a. participation fee;
- b. cost of any optional insurance policies against cancellation risks;
- c. cost of any visas and/or additional services if requested by the traveler.

9) MODIFICATION OR CANCELLATION OF THE TOURIST PACKAGE BEFORE DEPARTURE

If, before departure, the organizer needs to significantly modify one or more elements of the contract capable of compromising, in substance, the enjoyment or quality of the agreed service, he will immediately notify the consumer in writing, indicating the type of modification and the resulting price variation.

If he does not accept the proposed modification, the consumer may exercise the right to a refund of the amount already paid or enjoy a replacement package or service as established in point no. 10.

The consumer may exercise the aforementioned rights even when the cancellation depends on cases of force majeure or unforeseeable circumstances, relating to the purchased tourist package.

10) WITHDRAWAL BY THE CONSUMER

The traveler may withdraw from the contract by communicating in writing to the certified email address: **passuccitravel@legalmail.it**.

The consumer may withdraw from the contract, without paying penalties, in the following cases:

- increase in the price referred to in point 8 exceeding 10%;
- significant modification of one or more elements of the contract that can be configured as fundamental for the use of what was booked as a whole and proposed by the organizer after the conclusion of the contract, but before departure and not accepted by the consumer. In such cases, the consumer has the right to use an alternative package, without a price supplement or with the refund of the difference if the second package has a lower value than the first, or may request the refund of the part of the price already paid. The consumer must communicate his decision in writing within and no later than two days from the moment of the notice of increase or modification.

In the absence of express communication within the terms, the proposal is considered accepted.

The consumer who withdraws from the contract before departure, outside of the hypotheses already listed, will be charged (regardless of the deposit referred to in point no. 7), cancellation penalties in proportion to the time between the departure date and the date of communication of the withdrawal as specified below:

In the case of sale of packages and tourist services of third parties, the General Contract Conditions of the organizer chosen by the consumer will apply.

In the case of a "tailor-made trip" organized by specific requests from the customer, the following will be charged:

- Air and sea or other transport costs in the amount of 100% for total or partial cancellations made from the booking date;
- Costs for hotel services and other services necessary for the fulfillment of the mandate in the amount of 30% for total or partial cancellations, made from the booking date up to the 45th day before departure; - 50% for total or partial cancellations made from the 44th to the 30th day before departure;
- 75% for total or partial cancellations made from the 29th to the 7th day before departure;
- 100% for total or partial cancellations made from the 7th day before departure onwards.
- Registration fees and additional costs will be charged to the consumer in the amount of 100% of their value. In the case of pre-established groups (over nine participants), these amounts will be agreed upon from time to time upon signing the contract.

11) CHANGES AFTER DEPARTURE

If the organizer is unable to provide, for any reason other than the consumer's own fault, an essential part of the agreed services after departure, he will arrange alternative solutions without price supplements, reimbursing the consumer for the differences when the services provided are of lower value than those expected. If there is no alternative solution, or when the solution provided by the organizer is refused for proven and justified reasons, the organizer will provide, without additional cost and subject to the availability of means and places, a means of transport equivalent to the original one planned for the return to the place of departure and will reimburse the difference between the cost of the services planned and that of the services performed up to the time of the early return.

12) SUBSTITUTIONS AND VARIATIONS

The renouncing consumer may be replaced by another person provided that:

- The substitution is made possible by the regulations of the carriers and the countries of destination;
- The organizer is informed in writing at least four working days before the departure date, receiving at the same time communication regarding the reasons for the substitution and the personal details of the transferee;
- The transferee satisfies all the conditions for the use of the service and in particular the requirements relating to the passport, visas, health certificates;
- The same services or other replacement services can be provided following the substitution;
- The substitute reimburses the organizer for the expenses incurred for the substitution, in the amount that will be quantified before the transfer. The transferor and transferee are jointly responsible for the payment of the price as well as any expected expenses.

13) TRAVELERS' OBLIGATIONS

Consumers will inform **Passucci International Travel S.r.l** of their citizenship and will ensure that they have an individual passport and any other document valid for the countries included in the itinerary, as well as residence and transit visas and health certificates when required. Consumers will obtain the information from government channels and will verify its update with the competent authorities before departure. The organizer cannot be held liable for the failure of one or more consumers to depart. Consumers must also observe the rules of normal prudence in addition to the specific rules in force in the countries of destination of the trip, the information provided by the organizer and the administrative or legislative provisions relating to the tourist package. Consumers will be held liable for all damages that the organizer may suffer also due to failure to comply with the obligations indicated above. The consumer is required to provide the organizer with all documents and information in his possession useful for exercising the right of subrogation of the latter towards third parties responsible for the damage and is responsible towards the organizer for the prejudice caused to the right of subrogation.

The consumer is required to inform the seller and the organizer of any special needs or conditions (pregnancy, food intolerances, disabilities, etc.) and to specify the request for personalized services. The consumer will communicate in writing to the organizer, at the time of booking, the details to be considered the subject of specific agreements on the travel arrangements, provided that their implementation is possible.

14) HOTEL CLASSIFICATION

The classification of hotel facilities is provided based on the indications of the competent authorities of the country in which the service is provided. In the absence of official classifications, the organizer may provide his own description of the accommodation facility, such as to allow an evaluation.

As per international regulations, rooms and/or apartments will be delivered after 4:00 pm on the day of arrival, while on the day of departure they must be vacated by 10:00 am (local time) unless otherwise indicated.

15) LIABILITY REGIME

The Organizer is liable for damages caused to the traveler due to total or partial non-fulfilment of the contractually due services, whether these are carried out by him personally or by third-party suppliers, unless he proves that the non-fulfilment is due to an act of the traveler (including initiatives independently undertaken by the latter during the execution of the tourist services) or by circumstances unrelated to the provision of the expected services, by chance, force majeure and by circumstances that the organizer could not reasonably foresee or resolve. The seller is liable in his capacity as an intermediary and in any case within the limits set by the relevant regulations.

16) LIMITS OF COMPENSATION

The compensations referred to in articles 43 (Price reduction and compensation for damages) and 46 (Compensation for damages from ruined holidays) of the Tourism Code and the related limitation periods are governed by the provisions therein and in any case within the limits established by the International Conventions that regulate the services that form the object of the tourist package as well as by the articles referred to in nos. 1783 and 1784 of the Civil Code, with the exception of personal injury not subject to a pre-established limit. The right to a price reduction or compensation for damages for changes to the tourist package sales contract or the replacement package expires two years after the date of the traveler's return to the place of departure. The right to compensation for personal injury expires three years after the date of the traveler's return to the place of departure or in the longest period provided for compensation for personal injury by the provisions that regulate the services included in the package.

17) OBLIGATION TO PROVIDE ASSISTANCE

The Organizer provides adequate assistance without delay to the traveler according to the criterion of professional diligence exclusively for the obligations incumbent on it by law or contract.

The organizer is exempt from any liability when the failure or incorrect execution of the contract is attributable to the consumer or to an unforeseeable or unavoidable event, or to a fortuitous event or force majeure.

18) INSURANCE AGAINST CANCELLATION COSTS

If not expressly included in the price, it is possible and advisable to stipulate at the time of booking at the offices of the Organizer or the seller special insurance policies against the costs arising from the cancellation of the package, from accidents and/or illnesses that also cover the costs of repatriation and for the loss and/or damage of luggage. The rights arising from insurance contracts must be exercised by the traveler directly against the stipulating Insurance Companies, under the conditions and in the manner provided for in the policies themselves, as set out in the policy conditions published in the catalogues or set out in the brochures made available to Travellers.

19) COMPLAINTS AND REPORTS

Any failure in the execution of the contract must be contested by the consumer on site and without delay so that the organiser can promptly remedy it. Otherwise, the breach of contract cannot be contested.

The consumer must also file a complaint with the organiser within ten working days from the date of return by writing to passuccitravel@legalmail.it.

MANDATORY COMMUNICATION IN ACCORDANCE WITH ARTICLE N. 17 OF LAW N° 38/2006.

“Italian law punishes with imprisonment crimes related to prostitution and child pornography, even if committed abroad”.

GUARANTEES

Authorization Headquarters: Abruzzo region n.115492 dated 10/02/2018

Civil Liability Policy “NOBIS COMPAGNIA DI ASSICURAZIONI S.P.A.” Company n.203387586

Passucci Viaggi is a brand of **Passucci International Travel S.r.l.** Unipersonale company – with headquarters in Atessa (CH) at Viale C. Battisti n.6 66041 Atessa (CH), VAT number: 02489910691 – the same is associated with FIAVET Abruzzo and Molise – Italian Federation of Travel and Tourism Business Association – in C. from Foro n.5, 66023 Francavilla al Mare (CH).

PERSONAL DATA PROTECTION AND PRIVACY POLICY

Travelers are hereby informed that their personal data will be processed in accordance with the provisions of current legislation on the protection of personal data. In particular, the personal data of travelers collected as part of the booking and management of the tourist package and tourist services purchased will be processed by **Passucci International Travel S.r.l.** as data controller pursuant to Regulation (EU) 2016/679 (“GDPR”) in accordance with the provisions of the privacy policy together with these general conditions, available and consultable at any time by travelers in the “Privacy Policy” section of the Passucci Viaggi website: www.passucciviaggi.it - email: booking@passucciviaggi.it.