

## GENERAL TERMS AND CONDITIONS OF SALE CONTRACTS FOR HOLIDAY PACKAGES

### 1. LEGISLATIVE SOURCES

The sale of Holiday Packages which include services provided both within Italy and abroad, is regulated by Law no.1084 of 27/12/1977, which ratifies and implements the International Convention on Travel Contracts (CCV) signed in Brussels on 23.04.1970, as well as the Italian Tourism Code, Legislative Decree no.79 of 23/05/2011 (articles 32-51) and any subsequent amendments.

### 2. DEFINITIONS

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

- a) Tour Organiser: the individual who undertakes, in his/her own name and for an agreed sum, in this case Simonetta Bike Tours, to procure Holiday Packages for third parties, thus combining the elements detailed in article 4 (below), or offering the Tourist the means of putting together such a package themselves, also by means of long distance communication.
- b) Tourist: the purchaser or nominated user of a Tourist package, or any person who satisfies the required conditions for the use of this service, on whose behalf the contractor undertakes to purchase a Tourist package without remuneration.

### 3. AUTHORISATIONS

For the purposes of this contract, the Tour Organiser is Simonetta Bike Tours, a tour operator based in Verona, with authorisation no.6382 issued on 13/12/2010 issued by the Province of Verona.

### 4. THE HOLIDAY PACKAGE

The concept of a Holiday Package is as follows:

Holiday Packages include trips, holidays, all-inclusive packages, which include, in any combination, two elements of the following, sold or offered for sale at a fixed price: a) transportation; b) accommodation; c) tourist services not included in transportation or accommodation which, in accordance with article 36, represent a significant part of the Holiday Package (Italian Tourism Code article 34) with regards to the Tourist's recreational needs. The Tourist is entitled to receive a copy of the Holiday Package contract (drafted in accordance with article 35 of the Italian Tourism Code). The contract grants right of access to the Guarantee Fund referred to in article 21.

### 5. TOURIST INFORMATION - TECHNICAL DATA FORM

The Organiser will prepare a tour plan for every Holiday Package - also via the internet or electronically - which includes a Technical Data Form. The mandatory elements of the Technical Data Form are:

- Basic details as provided for the sales contract (article 36 of the Italian Tourism Code);
- Details of the Organiser's authorisation from the relevant administrative body;
- Details of the civil liability insurance policy;
- Validity period of the standard or customised Holiday Package;
- Terms and conditions for substitution of the Tourist;

- Parameters and criteria for price adjustments (Italian Tourism Code article 40).

The Organiser will also insert any additional special conditions into the Technical Data Form.

### 6. RESERVATIONS

The reservation request must be made on the relevant online booking form of the website [www.simonettabike.com](http://www.simonettabike.com) with all parts completed by the client, of which he/she will receive a copy. For customised Holiday Packages the proposal/contract will be sent directly by email from the Organiser to the Tourist, who must then complete, sign and return it for approval.

On the part of the Tourist the booking, including customised bookings, is only considered complete upon payment of account or a security deposit.

Bookings and any resulting contracts are only considered accepted once the Organiser sends confirmation of said booking/contract, via email, to the Tourist at the email address provided with the booking request.

The Organiser will provide the Tourist, prior to departure, with any information relating to the Holiday Package which is not contained within the contractual documentation or within other written communications, as indicated by article 37,2 of the Italian Tourism Code.

Special requests regarding the method of provision or execution of services which form part of the Holiday Package, for example: assistance for individuals with reduced mobility or meals for individuals with special dietary requirements, or other requirements, must be communicated at the time of booking and are subject to separate agreement between the Tourist and the Organiser.

In accordance with article 32 of the Italian Tourism Code, it is understood that the right to terminate the contract is excluded from all Holiday Packages, including those concluded remotely, of tour operator Simonetta Bike Tours, as provided for by article 64 onwards of Legislative Decree 206/2005.

### 7. PAYMENTS

When booking a Holiday Package online, the Tourist is to pay either via bank transfer or credit card:

- Booking and administration fee;
- A deposit of not more than 25% of the price of the Package. This amount will serve as a security deposit and down payment.

During the period of validity of the booking offer and therefore prior to the subsequent booking confirmation which constitutes completion of the contract, the effects described in article 1385 of the Italian Civil Code are not produced if withdrawal depends on unexpected circumstances that are not attributable to a given party. Final payment must be made by the due date set by the tour operator in the booking confirmation for the Holiday Package requested.

For any bookings made after the final payment due date, payment must be made in full at the time of booking.

Failure to pay the above mentioned amounts by the due dates constitutes grounds for termination of contract by right on the part of the Organiser notification of which to be given in writing, including by email.

Final payment will be considered to have been effected when the total amount is received by the Organiser either directly from the Tourist or via a chosen intermediary.

### 8. PRICE

The price of the Holiday Package is stipulated in the online quote and in the contract. The price of the Holiday Package includes everything explicitly referenced in the booking confirmation.

Prices are given in euros and are inclusive of VAT. Any taxes or bank charges will be taken into account.

The price can only be altered as a result of variations in:

- Transport costs, including the cost of fuel;
- Fees and taxes applied on certain Tourist services such as embarkation or disembarkation at ports and airports;
- Relevant exchange rates.

For such variations reference will be made to exchange rates and costs/fees applicable on the date on which the travel plan is published.

The sale price cannot be increased less than 20 days prior to departure, and an upward revision cannot in any case exceed 10% of the original price.

#### **9. CHANGE OR CANCELLATION OF THE HOLIDAY PACKAGE PRIOR TO DEPARTURE**

Before departure, if the Organiser needs to significantly modify one or more elements of the contract, they will immediately notify the Tourist of this in writing, indicating the type of modification and the variation in price it entails. If a proposed change is not accepted, the Tourist is entitled, in accordance with clause 1, either to be returned money already paid including administration costs, or to be offered a replacement package where the Organiser is able to do so.

The Tourist can also exercise the above mentioned rights when cancellation is due to failure to reach the minimum number of participants required for the tour programme, or in the case of force majeure, or unforeseeable events effecting the tour package purchased. In the case of cancellations due to reasons other than those specified, the Organiser who effected the cancellation will reimburse the Tourist by double the amount paid. The refunded sum shall never be more than double the amount the Tourist would have to pay had he/she had been the one to cancel.

#### **10. WITHDRAWAL OF THE TOURIST**

The Tourist may withdraw from the contract without the application of a penalty in the following cases:

- increase in the price of more than 10%;
- the amendment to a significant extent of one or more elements of the contract which may be objectively considered as of fundamental importance for the purposes of the enjoyment of the Tourist package proposed by the organizer as a whole following the stipulation of the contract itself but prior to departure and not accepted by the Tourist.

In the cases referred to above the Tourist will have the right:

- to opt for an alternative Tourist package, without increase in price, or for the return of the excess price, should the second Tourist package be of lesser value than the first;
- to be refunded only that part of the price already paid. Such refund shall be effected within seven working days from the moment of receipt of the request for reimbursement.

The Tourist will be required to communicate his decision (acceptance of the change or withdrawal) within and no later than two working days from the moment of receipt of the notice of change or price increase. In default of express communication within the above time limit, the proposal effected by the organizer will be deemed to have been accepted.

Save as may be provided otherwise in special conditions as listed in the first paragraph, any Tourist withdrawing from the contract prior to departure will be charged – apart from the initial deposits already paid as per section 7 paragraph

1– the specific individual handling costs, a penalty amount as indicated in the travel programme, contract or customised package, payment for insurance cover already requested (if any) at the time of stipulation of the contract or for other services already rendered.

In the case of pre-established groups, penalties shall be agreed upon on a case by case basis when stipulating a contract.

#### **11. CHANGES AFTER DEPARTURE**

If, following departure, an essential part of the services stipulated in the contract cannot be supplied, the organizer shall provide alternative solutions without extra charges of any kind for the Tourist or, alternatively, it shall reimburse to the latter the difference between the services originally envisaged and those effectively provided, where the latter are of inferior value.

When there is no viable alternative, or the Tourist declines for well-founded and justifiable reasons to accept the alternative proposed by the Organiser, the Organiser undertakes to reimburse the Tourist to the sum of the difference between the cost of services already rendered, and services provided for by the Holiday Package purchased.

#### **12. SUBSTITUTIONS**

The Tourist may have himself replaced by a third party provided that:

- a) the Organiser is notified in writing at least four working days before the departure date, at the same time communicating why he/she is unable to use the Tourist package and providing all the details of the transferee.
- b) the said party meets all the requirements for using the service (in accordance with article 39 of the Italian Tourism Code);
- c) the same services or substitute services can still be provided following the substitution;
- d) the substitute reimburses the Organiser for all additional expenses incurred in effecting the substitution, in so far as they can be estimated before the transfer is made;
- e) the transferor and the transferee shall also be jointly liable towards the organizer or the intermediary for the payment of the price and of any further expenses deriving from the transfer.

#### **13. TOURIST OBLIGATIONS**

The Tourist shall inform the Organiser of his/her citizenship and, before departure, and check with the relevant authorities (for Italian citizens at the local Questura or the Ministry of Foreign Affairs on +39-06-491115) that they have vaccination certificates, their own passport and any other valid document necessary to enter the countries included in the Tourist package, including entry and transit visas, and any health certificates that may be required. Foreign citizens shall obtain similar information from their diplomatic representatives in Italy and/or official government channels.

In the absence of such verification, the seller or organizer shall have no responsibility for non-departure.

Tourists shall inform the organizer – under their own responsibility, also as regards the exactness and truthfulness of the information and data supplied – of their citizenship and, at the time of departure, they must be certain that they possess the

Finally, in order to evaluate the health and security status of the countries to be visited and thus the effective usability of the services purchased or to be purchased, the Tourist shall obtain (utilizing the sources indicated above) the official general information available at the Ministry of Foreign

Affairs, which specifically indicates whether travel to the destinations is formally not advisable.

Tourists shall also adhere to the normal rules of prudence and diligence and to those specific rules in force in the countries to be visited, as well as to all the information supplied by the organizer and the rules, administrative or legal instructions pertaining to the Tourist package. Tourists will be liable for any damage which the seller and/or the organizer may suffer also as a result of failure to comply with the above mentioned obligations.

The Tourist is, moreover, bound to supply the organizer with all documents, information and other elements in his possession which may be useful to the latter in exercising the right of subrogation against third parties responsible for the damage and he is liable towards the organizer should he obstruct the latter in the exercising of its right of subrogation.

At the time of booking, the Tourist shall also inform the organizer in writing of any particular personal requests, which may form part of a specific agreement, relating to travel arrangements, provided that they can be carried out. The Tourist must always inform the seller and the organizer of any special needs or conditions (pregnancy, food intolerances, disabilities etc.) and clearly specify the request for particular personalized services.

#### **14. HOTEL CLASSIFICATION**

The official classification of hotels is provided in the brochure or in other informative material only on the basis of the express and formal indications provided by the competent authorities of the place in which the service is provided. In the absence of official classification recognized by the competent Public Authorities to which the service refers, the organizer reserves the right to provide its own description of the accommodation in the brochure, in order to enable evaluation and therefore acceptance on the part of the Tourist.

#### **15. LIABILITY REGIME**

In the event of the total non-performance or improper performance of the obligations taken on with the sale of the Tourist package, regardless of whether services are provided directly by the Organizer or by a third party provider, the organizer is bound to pay compensation for damage, unless the Organizer proves that the event was caused by actions of the Tourist (including initiatives undertaken by the Tourist whilst enjoying said Tourist services), or derives from the conduct of a third party of an unpredictable or inevitable nature or has been caused by an unforeseeable event or by force majeure, or by circumstances which the Organizer could in all professional diligence neither anticipate nor resolve.

#### **16. COMPENSATION LIMITS**

The compensation according to articles 44, 45 and 47 of the Italian Tourism Code and its limits and expiry are governed by the provision in this document and in any case by the limits established by the CCV and by the International Conventions governing the services included in Package Holidays as well as by articles 1783 and 1784 of the Italian Civil Code.

#### **17. OBLIGATION TO ASSIST**

The Organizer shall provide assistance to Tourists in compliance with the professional diligence criterion only and exclusively for what concerns the obligations provided for by law or by this contract. The Organizer is exempted from responsibilities set out in articles 15 and 16 if and when his/her inaccurate or non-performance of contractual obligation is attributable to the Tourist or results from

an unforeseeable or unavoidable action by a third party or was caused by a fortuitous or force majeure event.

#### **18. COMPLAINTS AND CLAIMS**

Any failures in the delivery of the contract must be reported by the Tourist by means of the timely presentation of a complaint, so that the organizer, its local representative or tour guide can remedy the situation promptly. Failure to do so will cause a reduction or the total cancellation of compensation of damages as per article 1227 of the Italian Civil Code.

The Tourist may also make a claim by sending a letter by registered mail, or by another method that guarantees proof of receipt, to the Organizer within ten working days of the date of return to the place of departure.

#### **19. INSURANCE AGAINST CANCELLATION OR FOR REPATRIATION COSTS**

If these are not explicitly included in the package price, we recommend agreeing on, at the time of booking, a special insurance policy to cover costs related to package tour cancellation, or injury. It is also possible to enter into a service contract covering repatriation in case of accidents, illness, unforeseeable events and/or force majeure. The Tourist shall exercise the rights under these contracts exclusively with insurance companies with which the policies have been stipulated at the terms and conditions and in the manner provided by these policies.

#### **20. TOOLS FOR ALTERNATIVE DISPUTE RESOLUTION**

The Organizer may propose to the Tourist - via the website or other forms - alternative modalities to solve disputes. In this case the Organizer shall detail the various types of alternative methods and their effects.

#### **21. TOURIST GUARANTEE** (articles 50 and 51 of the Italian Tourism Code)

Organised tourism contracts feature adequate guarantees which are provided by the Organizer, for trips abroad and trips which take place within just one country, they guarantee in cases of bankruptcy or insolvency, a refund of the price paid for the purchase of the Holiday Package and the immediate return of the Tourist.

Details of the legal subject which, on the part of the Organizer, is bound to give the guarantee will be supplied on the Organizer's website; they may also be provided in the booking confirmation for services requested.

#### **22. OPERATIONAL CHANGES**

Considering how far in advance Holiday Packages are published, which provide information relative to the conditions of use of services, it should be noted that the service timetables included may be subject to alterations and subsequent verification. To this end the Tourist shall ask the Organizer for confirmation of services prior to departure.

#### **23. COURT OF JURISDICTION**

Any dispute concerning the validity, effectiveness, interpretation and/or execution of the general conditions of sale of Holiday Packages shall be regulated by Italian law and subject to the exclusive jurisdiction of the Court of Verona (Italy).

#### **24. TRANSLATION**

Where there is any inconsistency between the original version of the GENERAL TERMS AND CONDITIONS OF SALE CONTRACTS and the English language or other versions, the Italian version shall prevail as other versions merely constitute translations.

## **TECHNICAL ORGANISATION**

Simonetta Bike Tours by Simonetta Bettio  
Tour operator registered office: Vicoletto Cieco San Carlo,  
2, 37129 Verona, Italy.  
Partita IVA/VAT number: 03969700230  
Codice Fiscale/Fiscal Code: BTTSTNT58A67L781P  
Authorisation no. 6382 issued on 13 December 2010 by the  
Province of Verona.  
Verona Business Register number REA CCIAA no.380687  
on 14 September 2010.  
Civil Liability Insurance policy no.62370160-RC16 with  
ERV ITALIA which conforms to the most recent legislation  
of the Italian Tourism Code, legislative directives no. 79 on  
23.05.2011 (including Ruined Holiday Damages - article  
47).  
Company FILO DIRETTO ASSICURAZIONI  
Policy 6002002517/R AMITRAVEL  
Assistance and Cancellations Branch

The application of the above clauses will in no way result  
either in the classification of the related contracts as Tour-  
ist package contracts or in the application to the same of  
the provisions of the Italian Tourism Code. The references  
to the aforementioned clauses and the terminology used in  
them will be deemed relevant to the correspondent parties  
of the sale contract for individual Tourist services (seller,  
stay etc)...

## **ADDENDUM - GENERAL TERMS AND CONDITIONS OF SALE CONTRACTS FOR SINGLE TOURIST SERVICES**

### **PRIVACY - INFORMATION REGARDING ARTICLE 13 LEG- ISLATIVE DECREE 196/2003**

The handling of personal data, the provision of which is  
necessary for the conclusion and execution of the contract,  
is conducted in full compliance with legislative decree  
196/2003, in both paper and digital forms. personal data  
shall only be communicated to providers of services in-  
cluded in the Holiday Package. The client can at any point  
exercise his/her rights under article 7 legislative directive  
196/2003 contacting the service owner, the Organiser  
Simonetta Bike Tours via the following email addresses:  
Simonetta Bettio: [simonetta@simonettabiketours.it](mailto:simonetta@simonettabiketours.it)  
Elisa Zambelli: [elisa@simonettabiketours.it](mailto:elisa@simonettabiketours.it)  
Booking Office: [booking@simonettabiketours.it](mailto:booking@simonettabiketours.it)

### **MANDATORY COMMUNICATION REGARDING ARTICLE 17 OF LAW NO. 38/2006**

Under Italian law, offences relating to prostitution and  
child pornography are criminal offences and punishable by  
imprisonment even if committed abroad.

### **A) STATUTORY PROVISION**

Contracts whose subject matter is solely the offer of  
transport or accommodation services or any other separate  
Tourist service which cannot be described as travel organi-  
zation contracts or Tourist packages, are governed by the  
following provisions of the CCV: article 1, points 3 and 6,  
articles 17 to 23, articles 24 to 31 (with respect to provi-  
sions differing from those affecting the organization con-  
tract) as well as the other agreements specifically referring  
to the sale of the individual services forming the subject  
matter of the contract. The seller who commits to procure  
via a third party, including over the internet, a separate  
Tourist service, is bound to provide the Tourist with rela-  
tive documentation for this service which should show the  
amount paid for the service and cannot in any way be con-  
sidered a travel Organiser.

### **B) CONDITIONS OF CONTRACT**

The following clauses of the General Terms and Conditions  
of the Contract of Sale for Tourist Packages set out above  
apply to these contracts: article 8 paragraph 1 (Booking);  
article 9 (Payments); article 15 (Tourist obligations); arti-  
cle 19 (Insurance against cancellation or for repatriation).