

GENERAL CONDITIONS OF CONTRACT FOR THE SALE OF TRAVEL PACKAGES

Travel Agency **Phlomis Tours di Filippetti Giulia**, head office in **Arezzo, Via Francesco Folli, 29**, VAT number **16719061000**, email: **giuliafilippetti@phlomistours.com**; certified email: **giuliafilippetti@pec.buffetti.it** in her capacity as the Organiser /Tour operator of tailor-made holidays, also arranged as specifically requested by the Traveller. These contract conditions shall apply to packages arranged by **Phlomis Tours di Filippetti Giulia**, as specifically described in the pre-contractual information and in the travel package contract.

1 – LEGISLATIVE SOURCES and DEFINITIONS - The sale of travel packages and linked travel arrangements is governed by Legislative Decree 79/2011 (Travel Code), implementing EU Directive 2015/2302 and to which reference is herein made for all the definitions. For the purposes of this contract:

Organiser means a trader who combines packages and sells them directly or through another trader, or who transmits the Traveller's data to another trader in accordance with Article 33 (c) (2.4), of the Tourism Code;

'Retailer' means a trader other than the organiser who sells or offers for sale packages combined by an Organiser;

'Traveller' means any person who is seeking to conclude a contract, concludes a contract or is entitled to travel on the basis of a concluded contract, within the scope of the Tourism Code, Title VI, Chapter I;

Travel package: means a combination of at least two different types of travel services for the purpose of the same trip or of the same holiday, on at least one of the following conditions: **1)** the said services are combined by one trader, including at the request of or in accordance with the selection of the Traveller, before a single contract for all services is concluded; **2)** the said services, even when concluded by separate contracts with individual providers of travel services, are: **2.1)** purchased at a single point of sale and selected before the Traveller consents to payment; **2.2)** offered, sold or invoiced at a flat or global price; **2.3)** advertised or sold under the name "package" or similar name; **2.4)** combined after the conclusion of a contract whereby the Trader allows the Traveller to choose from a selection of different types of travel services, or purchased from separate traders through linked on line booking processes where the Traveller's name, payment details and email address are transmitted by the trader with whom the first contract is concluded to another trader or traders and the contract with the latter(s) is concluded at the latest 24 hours after the confirmation of the booking of the first travel service (Art. 33, (4) (c) of Legislative Decree no. 79/2011).

'Linked travel arrangements' means at least two different types of travel services purchased for the purpose of the same trip or holiday, not constituting a package, resulting in the conclusion of separate contracts with individual travel service providers, if a trader facilitates, alternatively: **1)** on the occasion of a single visit or single contact with his point of sale, the separate selection and separate payment of each travel service by Travellers; **2)** the targeted purchase of at least one additional travel service from another trader, when the said purchase is concluded at the latest 24 hours after the confirmation of the booking of the first travel service. (Art. 33 (4)(f) of Legislative Decree no.79/2011).

2 – TECHNICAL DATA SHEET OF THE ORGANIZER / TOUR OPERATOR

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Insolvency/Bankruptcy Protection with Il Salvagente policy no. 2023/1-5221

3 – BOOKING – The contract for the sale of the travel package shall be drawn up on a specific contractual form, also in an electronic format, completed in each part and accepted by the customer, who shall receive a copy thereof.

4 – PURCHASE PROCEDURE, BOOKING CONFIRMATION AND TRAVEL DOCUMENTS

To make purchases on the website, Users shall be required to register and create an account with a user ID and password.

Phlomis Tours di Filippetti Giulia reserves the right to close the User's account should it be misused, not used as allowed or in compliance with existing rules, or contrary to good faith.

The Site contains a catalogue of all the packages for sale, with their respective description.

Once the travel package and any additional services (insurance, etc.) are chosen, they need to be added to your cart by clicking ADD TO CART. To complete the purchase, click on GO TO CART, and a new tab will open, where you will be able to check the added packages and services and the total price.

To continue, you can click on PROCEED TO CHECKOUT.

Customer must fill the form with his or her personal data, agree to the privacy policy, the pre-contractual information, the general terms of the contract and the standard information form.

Then after having checked the accuracy of the entered data and the products in your cart, click BUY.

To pay for the purchased packages and services, user is redirected to an external area, to the payment processor's website, where the transaction is concluded.

5 – PAYMENTS

Upon booking, an advance payment accounting for 25% of the participation share in force on the date of publication of the program shall be made. Should the package include air, maritime or other kind of transport, the envisaged advance payment may be greater than 25% up to a maximum 50%, to cover the booking costs and relevant embarkation and disembarkation fees at airports, ports or other places employed as departure and arrival of the means of transport. The total balance shall be paid 30 days before departure. Should the booking be made after the 30th day before departure, the Traveller shall be under the obligation to pay the total sum due upon signing the contract.

Failure to pay the above sums at the scheduled dates, constitutes a termination clause that determines the termination by law of the contract, which shall be notified by email by the Organiser, namely the cancellation of the booking and the application of the relevant penalties as per Article 9 below.

After payment is made on line on the payment processor website, the system sends the customer an email, at the address indicated during the purchasing procedure, containing the order's confirmation (PACKAGE PURCHASE CONTRACT) and a recap of the purchased packages/services.

The sale contract is considered as concluded when the system sends the customer the above order confirmation email.

The travel documents concerning the purchased travel package (for example hotel voucher, air tickets) shall be delivered to the Traveller in due time before departure. It shall be upon the Traveller to check that the data in the travel contract and travel documents is correct, and immediately notify any mistakes to the Organiser. The Traveller shall keep and bring along the travel documents to be able to use the services included in the travel package.

6 - PRICE AND PRICE CHANGES - the price of the package shall be determined in the contract, with reference to what is provided for in the catalogue or in a non-catalogued programme and may be increased by not more than 8% the price of the package, not later than 20 days before departure in the event of the following increases in: 6.1) travel costs, cost of fuel or other power sources; 6.2) taxes or fees on the travel services included in the contract, imposed by third parties, including landing, embarkation and disembarkation fees in ports and airports, local taxes; 6.3) exchange rates relevant to the package (Article 39 of the Tourism Code). The Traveller shall also be entitled to a reduction in the price of the package in the event the costs connected to the above elements decrease (after concluding the contract and before departure). For any variations, reference shall be made to the exchange rates and costs in force on the date the contract was entered into.

Notice in writing shall always be given of any upward or downward price change.

7 - CHANGES OF THE TERMS OF THE CONTRACT OTHER THAN THE PRICE -The Organiser reserves the right to unilaterally make minor changes to the terms of the contract other than the price. The changes shall be notified in writing and shall not require approval.

8 - WITHDRAWAL OF THE TRAVELLER FOR AN ACT PUT IN PLACE BY THE ORGANISER - The Traveller may withdraw from the travel package contract without paying any penalties, in the following cases: 8.1 - an increase in price as per Article 6 above exceeding 8% of the overall price of the package; 8.2) major changes to one or several major characteristics of the travel services as listed in the pre-contractual information; 8.3) the Organiser cannot meet the previously accepted specific requests of the Traveller. In the event of withdrawal, the Organiser shall refund the Traveller any payments made within 14 days. Alternatively, the Organiser may offer the Traveller a substitute package of equivalent or higher quality or of lower quality and the Traveller in the said case shall be entitled to an appropriate reduction in price.

The Organiser shall inform the Traveller of the proposed changes, their impact on the price, the period within which the Traveller has to notify his or her decision, the consequences of the Traveller's failure to respond within the indicated period, any substitute package and relevant price. The Traveller may withdraw from the contract by informing the Organiser in writing via email not later than 48 hours from the communication notifying the increase in price or a change to the package. In the absence of an express notice within the indicated period, the Organiser's proposal shall be considered accepted.

9 - WITHDRAWAL OF THE TRAVELLER - The Traveller who withdraws from the contract, at any time before departure, other than the cases provided for in Article 8 above, shall be required to pay termination fees as set forth below:

Termination Fees - Trips by Minivan/Minibus, daily hiking and guided tours

a) 20% of the price until 30 days before departure

b) 35% of the price from 29 to 16 days before departure

- c) 50% of the price from 16 to 9 days before departure
- d) 75% of the price from 8 to 3 days before departure
- e) 100% of the price from less than 3 days before departure

TERMINATION FEES FOR TRIPS BY PLANE/SHIP

- a) 20% of the price until 60 days before departure
- b) 35% of the price from 59 to 30 days before departure
- c) 50% of the price from 29 to 15 days before departure
- d) 75% of the price from 14 to 7 working days before departure
- e) 100% of the price from less than 7 working days before departure

TERMINATION FEES FOR TAILOR-MADE TRIPS

- a) 20% of the price until 45 days before departure
- b) 35% of the price from 44 to 21 days before departure
- c) 50% of the price from 20 to 10 days before departure
- d) 75% of the price from 9 to 3 days before departure
- e) 100% of the price from less than 3 days before departure

In any event and irrespectively of the down payments made, in case of the Traveller's withdrawal, except for the cases as per Article 8, the Traveller shall bear the insurance costs (if envisaged), the cost of any entry visas (if envisaged), the whole amount of the costs of air or maritime or other kind of transportation, both there and back, as well as embarkation and disembarkation fees in airports, ports or other places of departure and arrival of the booked means of transport.

9 bis - ACTIVATION OF INSURANCE POLICY COVERING CANCELLATION - FILING OF CLAIM - In the event the Traveller cancels the travel package and wants to ask the relevant refund to the insurance company he/she has taken out an appropriate risk-coverage insurance policy with, **it shall be exclusively on the Traveller to** submit the claim to the competent insurance company to start the claim management process, pursuant to the insurance policy terms, which the Traveller is required to know. The Organiser/Retailer shall not be in charge in any way of filing the claim to the insurance company or sending documents or handling the claim management process on behalf of the Traveller.

10. WITHDRAWAL FOR EXTRAORDINARY CIRCUMSTANCES - in the event of unavoidable and extraordinary circumstances occurring at the place of destination or its immediate vicinity and significantly affecting the performance of the package, or which significantly affect the transport of passengers to the destination, the Traveller shall have the right to terminate the contract before the start of the package, without paying any termination fee (penalties).

The Organiser may terminate the package travel contract and provide the Traveller with a full refund of any payments made for the package, but shall not be liable for additional compensation, if: 10.1) the number of persons enrolled for the package is smaller than the minimum number stated in the contract and the Organiser notifies the Traveller of the termination of the contract within the period fixed in the contract, but not later than 20 days before the start of the package in the case of trips lasting more than six days, seven days before the start of the package in the case of trips lasting between two and six days, 48 hours before the start of the package in the case of trips lasting less than two days; 10.2) the Organiser is prevented from performing the contract because of unavoidable and extraordinary circumstances and notifies the Traveller of the termination of the contract without undue delay before the start of the package.

11 - CHANGES AFTER DEPARTURE - in the event after departure the Organiser is prevented for any reason, except for a circumstance attributable to the Traveller, to provide a significant portion of the agreed travel services, the Organiser shall provide alternative arrangements at no extra cost to the Traveller, refunding any difference in price to the Traveller when the alternative arrangements provided are of lesser value than the envisaged arrangements.

Should there not be any alternative arrangements or when the arrangement provided by the Organiser is rejected for substantiated and justified reasons, the Organiser shall provide at no extra cost and in compliance with the availability of transportation and places, a means of transport equivalent to the one specified in the contract to return to the place of departure, and shall refund the Traveller the difference in price between the arrangements specified in the contract and the provided arrangements until the time of the Traveller's return ahead of time.

12 - TRANSFER OF THE TRAVEL PACKAGE CONTRACT TO ANOTHER TRAVELLER - The Traveller may transfer the travel package to another person at the latest seven days before the start of the trip (Article 38 of the Tourism Code) provided that: 12.1) the said transfer is made possible by the legislation of the carriers and the destination countries; 12.2) the Transferee satisfies all the conditions required to use the service and particularly the requirements in terms of passport, visas and health

certificates; 12.3) the services themselves or other substitute services may be provided following transfer; 12.4) the Transferee refunds the Organiser the expenses borne for the transfer, to the extent that shall be quantified before the transfer. The Transferor and the Transferee shall be held jointly liable for the payment of the balance due and all fees, taxes and additional costs (including the case processing expenses) regarding the transfer.

13 - TRAVELLERS' OBLIGATIONS - The Travellers shall inform the Organiser/Retailer of their citizenship and shall make sure they have an individual passport and any other document valid for the countries that are part of the itinerary, as well as stay visas, transit visas and any health certificate, when so required. The Travellers, before departure, shall ask the competent and official Authorities what documents they need for departure and their validity. The Organiser/Retailer shall bear no responsibility for any failed departure of one or several travellers.

The Travellers shall also comply with the rules of customary prudence as well as specific rules in force in the trip's destination countries, the information provided by the Organiser and the administrative or legislative provisions relating to the travel package. The Travellers shall answer for all damages that the Organiser were to suffer also arising from the Travellers' failure to comply with the above-indicated obligations.

The Traveller shall inform the Retailer and the Organiser of any needs or special conditions (pregnancy, food intolerance, disability, etc....) and specify any request for individualised services. The Traveller shall inform the Organiser in writing, at the time of booking, of the specifics to be covered by special agreements on the trip's modalities, provided that their implementation is possible.

14 - RESPONSIBILITY REGIME - PERFORMANCE OF THE PACKAGE

The Organiser shall be responsible for the performance of the travel services included in the package contract, irrespective of the fact that such services are performed by the Organiser himself, by his assistants or persons in charge when they act in the performance of their functions, by third parties or other service providers, under Article 1228 of the Civil Code, unless the Organiser substantiates that the lack of performance is attributable to the Traveller (including initiatives taken by the Traveller during the performance of the travel services) or to circumstances unconnected with the provision of the travel services included in the package, to unforeseeable circumstances, to force majeure and to circumstances that could not be reasonably foreseen or solved by the Organiser (Article 42 of the Tourism Code).

The Retailer shall be responsible to the extent of his capacity as intermediary and in any event to the extent prescribed by law on the matter (Article 42 of the Tourism Code).

The Traveller, under Articles 1175 and 1375 of the Civil Code shall promptly inform the Organiser, first hand or through the Retailer, depending on the circumstances, of any considerable lack of conformity in the course of the performance of a service included in the package contract, to allow the Organiser to remedy, within a reasonable period of time.

15 - LIMITS OF COMPENSATION - In the event of lack of conformity of the travel package that has damaged the Traveller, compensation shall not, in any case, exceed the limits indicated by Article 43, paragraph 5, of the Tourism Code (not more than three times the price of the package).

16 - OBLIGATION TO PROVIDE ASSISTANCE - The Organiser shall give appropriate assistance without undue delay to the Traveller being in difficulties, as prescribed by Article 45, paragraphs 1 and 2, of the Tourism Code.

17 - HOTEL CLASSIFICATION - Hotel classification is provided pursuant to the indications of the competent authorities of the Country where the service is provided. In compliance with international regulation, check-in time of rooms or apartments is from 16.00 while on the day of departure, check-out is by 10.00 (local time), unless otherwise indicated.

18 - INSOLVENCY OR BANKRUPTCY PROTECTION OBLIGATIONS AND INFORMATION REQUIREMENTS IN RELATION TO LINKED TRAVEL ARRANGEMENTS - In the event a linked travel arrangement or a corresponding offer is purchased, the Traveller: a) shall not be able to claim any of the rights that apply exclusively to packages under Chapter I, Title VI of the Annex 1 of Legislative Decree no.79/2011; b) each service provider shall be solely responsible for the proper performance of his service; c) the Traveller may claim insolvency or bankruptcy protection in accordance with Article 47, paragraph 2, of the Tourism Code.

19 - INSOLVENCY OR BANKRUPTCY PROTECTION - Contracts of travel packages and linked travel arrangements shall be covered by insurance policies and Trust funds to protect the Travellers which, in the event of insolvency or bankruptcy of the Organiser or the Retailer preventing the departure of the Traveller or his return, guarantee the refund of the price paid to buy the package or the service and the immediate return of the Traveller should the package include transportation.

20 - ADR PROCEDURES - For the resolution of a dispute on a travel package, the Traveller may start a mediation procedure under Legislative Decree no.28/2010 or an ADR procedure under Legislative Decree no. 206/2005. The European Commission

has introduced an online platform for dispute resolution concerning consumers. That platform is fully operational and accessible online (<http://ec.europa.eu/consumers/odr>).

Mandatory notice in accordance with Article 17 of Law no. 38/2006: Italian law punishes by imprisonment offences concerning the prostitution and pornography of minors also when committed abroad.

The contracting Traveller herein states:

- that before purchasing the travel package, I have read and understood the **standard information form** and the **pre-contractual information** (Article 34, paragraph 1, of the Tourism Code), **that are herein fully referred to, copied and approved**, where not expressly derogated from (Article 35, paragraphs 1 and 2 of the Tourism Code);
- that I have effective knowledge of the official general indications - including those relating to security, also with regard to health - provided by the Crisis Unit of the Ministry of Foreign Affairs through its website www.viaggiaresecuri.it and the Telephone Assistance Service at the following number: +39 06 491115;
- that I have effective knowledge of and expressly accept the general conditions, the technical data sheet and the penalties set forth in the pre-contractual information (Article 34, paragraph 1, Tourism Code).

True and accurate translation of the original
Rome, 6.8.2023
Translator: Ida Zadotti