

0) Access to apartments:

Rooms are made available from 4 p.m. to 7 p.m. on the day of arrival and must be vacated by 9 p.m. on the day of departure.

1) Bookings

The acceptance of bookings is conditional on the availability of the accommodation and is not finalised until the Tour Operator issues its written confirmation.

2) Payment

A deposit of 30% of the cost of the services booked is payable on confirmation and in all cases within no more than 7 days. The balance must be received no more than 14 days before the start of the holiday. For bookings made less than 14 days before the departure date, the entire balance is payable. In the event that the Tour Operator does not receive the above payments at the due dates, the contract will be automatically terminated (cancellation of the booking) subject to Accommodation provider's right to claim for any further damage incurred.

3) Travel documents

Dispatch of the travel documents is conditional on receipt of the deposit by the Tour Operator's Office, within the terms set in Art. 2.

4) Transfer - Cancellation

4.1. Transfer of booking

Guests unable to use the holiday booked may transfer their bookings, giving Accommodation provider at least 15 days' notice prior to the holiday start date, to a person who meets all the requirements set for the holiday and who pays a second registration fee. However, Accommodation provider will not be responsible in the event of failure to accept the replacement guest on the part of the third-party service provider. The transferring and transferee guests are jointly responsible for payment of the balance of the price and for any additional costs arising from the transfer, as established below.

4.2. Cancellation

Any guest cancelling the holiday contract is still obliged to pay the administration charge of €25. Moreover, unless the cancellation meets the conditions set forth in art. 4.3. below, the guest shall pay the following amounts as cancellation fee pursuant to art. 1373, comma 3 of the Italian Civil Code:

HOTEL Category

- a) cancellation of confirmation of booking to 30 days before start of holiday: 10% of cost of holiday;
- b) cancellation from 20 to 29 days before start of holiday: 30% of cost of holiday;
- c) cancellation from 10 to 19 days before start of holiday: 50% of cost of holiday;
- d) from 9 to 4 days before start of holiday: 75% of cost of holiday.
- e) guests who decide to cancel the booking contract during the last 4 days before their departure or who decide to break off a holiday after it has begun will not be entitled to any refund.

APARTMENT category

- a) free cancellation up to 14 days prior to arrival (not including administration free €25);
- b) cancellation from 13 to 10 days before start of holiday: 50% of cost of holiday;
- c) from 9 to 4 days before start of holiday: 75% of cost of holiday.
- d) guests who decide to cancel the booking contract during the last 4 days before their departure or who decide to break off a holiday after it has begun will not be entitled to any refund.

VILLA Category

- a) free cancellation up to 30 days prior to arrival (not including administration free €25);
- b) cancellation from 20 to 29 days before start of holiday: 50% of cost of holiday;
- c) cancellation from 19 to 7 days before start of holiday: 75% of cost of holiday;
- e) guests who decide to cancel the booking contract during the last 7 days before their departure or who decide to break off a holiday after it has begun will not be entitled to any refund.

#### 4.3. Cancellation without penalties

Any guest receiving a communication amending an essential condition of the booking (increase of more than 10% in the price of the service booked, postponement of more than 48 hours in the holiday starting date, downgrading of hotel category) will be entitled to cancel the booking contract without any charge, or to accept the change and any variations in the price. The guest must notify the tour operator or the retailer Agency within 2 working days after he is informed of the change, which is otherwise considered to have been accepted.

#### 5) Changes

5.1. In the event that, before the departure date, the Organiser notifies the guest in writing that it is unable to provide one or more services included in the holiday package and offering an alternative solution, the guest may either exercise the right to refund of the sum already paid, or decide to take up the offering of an alternative holiday package (pursuant to point 3 of art. 4 above.) In the event of cancellations for reasons other than force majeure or chance circumstances, or other than the consumer's decision not to accept the alternative holiday package offered (pursuant to point 4 above), any tour operator cancelling a package (under art. 1469 (b) comma 5 of the Italian Civil Code) shall refund the consumer twice the amount paid by the latter and received by the tour operator through the travel agent. The amount refunded shall never exceed twice the amounts which would be payable by the consumer as of the same date, as envisaged by art. 4.2 above, in the event of cancellation by the latter.

5.2. In the event that the tour operator is unable to supply an essential part of the contract services after departure, it shall provide alternative solutions, without price supplements payable by the consumer, and if the services provided are of lower value than those planned, shall refund the difference.

5.3. In the event of a change to the booking, the increased costs incurred will be charged to the customer as follows:

- a) substitutions (changes in name); charge of the registration fee for the withdrawing Customer (art.4);
- b) modification of the type of room/apartment;
  - changes in hotel terms;
  - changes in ferry times;
  - changes in holiday start date;
  - reduction of duration of holiday:

charge of € 30.00 per change and variation, plus any penalties payable as per art. 4

#### 6) Tour operator's responsibilities

The Tour Operator is liable for damage caused to the consumer due to total or partial failure to provide the contractual services, whether they are provided by it directly or by third-party service suppliers, unless it proves that the event was caused by the consumer (including initiatives taken by the latter of its own volition during the provision of the holiday services) or circumstances unrelated to the provision of the contractual services, chance circumstances, force majeure or circumstances which the Tour Operator could not reasonably be expected to foresee or resolve on the basis of professional diligence.

#### 7) Limits of compensation

In no case shall the compensation payable by the Organiser exceed the compensation required by the international conventions with regard to the services the default on which gave rise to the liability, either contractual or non-contractual: specifically, the 1962 Paris Convention on hoteliers' liability, as incorporated in articles 1783 and subsequent articles of the Italian Civil Code, and the 1970 Brussels Convention (CCV) on the Organiser's liability. In all cases, the limit on compensation for damages other than personal injury shall not exceed the "5000 gold Geminal Francs for any other damage" envisaged by art. 13 comma 2 of the CCV. if the original text of the aforesaid conventions is amended, or new international conventions come into force, the limits on compensation envisaged by the uniform legal sources in force at the time of the damaging event shall be applied

#### 8) Obligation to assist

The Tour Operator shall provide the consumer with the assistance imposed by the criterion of

professional diligence, solely with regard to the obligations placed on it by law or by contract. The Tour Operator is not liable in relation to the consumer by default by the vendor on the latter's obligations.

9) Complaints and claims

The consumer shall report all nonconformities in the services, or shortcomings in their organisation or delivery, to the Tour Operator in writing, in the form of a complaint, at the time of their occurrence or, if they are not immediately evident, within 10 days after the scheduled date of return to his place of departure. In the event of failure to meet the above deadlines, all complaints and claims shall be null and void. In the event that complaints are submitted in the location where the holiday services are delivered, the Tour Operator shall provide the consumer with the assistance required by art. 8 above, in order to find a swift, fair solution. The Tour Operator shall provide the same assistance in the case of a complaint submitted at the end of the provision of the services, and in all cases ensure that the consumer's requests receive a prompt reply.

10) Guarantee fund

The Italian Prime Minister's Department has established a National Guarantee Fund to which consumers can apply, pursuant to art. 21 of Legislative Decree 111/95, in the case of insolvency or bankruptcy of the vendor or the Tour Operator. The procedures under which the Fund operates are established by a Prime Ministerial Decree under 21 comma 5 of Legislative Decree 111/95.

11) Legal jurisdiction/arbitration clause

The law court of the Tour Operator's registered office shall have sole jurisdiction over all disputes arising from this contract. Conditions as per the "general conditions of the sales contracts of the individual holiday facilities".