

## GENERAL CONDITIONS OF THE TOURIST PACKAGE CONTRACT

### CONTENT OF THE SALES CONTRACT OF THE TOURIST PACKAGE

#### CONTENT

In addition to the general conditions that follow, the description of the tourist package as per the travel program, as well as the booking confirmation of the services requested by the traveller, constitute an integral part of the travel contract.

When the contract is brokered by a Travel Agency, the booking confirmation is sent by the Tour Operator to the Travel Agency, as agent of the Traveller and the latter will have the right to receive it from the same Travel Agency.

In signing the travel package proposal, the Traveller expressly declares to have understood and accepted, for himself and for the subjects for whom he is requesting the all-inclusive service, both the travel contract as regulated therein and the warnings contained therein, as well as these general conditions.

#### 1. REGULATORY SOURCES

The sale of tourist packages, which have as their object services to be provided in both national and international territory, is governed by articles 32-51 novies of Legislative Decree no. 79 of 23 May 2011 (the so named "Tourism Code", hereinafter TC), as currently amended by Legislative Decree no. 62 of 06.06.2018 implementing the EU Directive no. 2015/2302, as well as the provisions of the Civil Code regarding transport, service contract and mandate, as applicable, and the Navigation Code (R.D.n.327 of 30.03.1942)

#### 2. ADMINISTRATIVE REGIME

The organizer and the agency selling the tourist package, to which the traveller applies, must be authorized to carry out their respective activities according to the current legislation. The Organizer and the seller make known to third parties, before the conclusion of the contract, the details of the insurance policy to cover the risks deriving from professional civil liability, as well as the details of the guarantee against the risks of insolvency or bankruptcy of the organizer and the seller, each within its own competence, for the purpose of returning the sums paid or the return of the traveller to the place of departure.

#### 3. DEFINITIONS

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

- a) **Traveller:** anyone who intends to conclude or stipulate a contract or is authorized to travel on the basis of an organized tourism contract;
- b) **Professional:** any public or private natural or legal person who, in the context of his commercial, industrial, craft or professional activity, acts in organized tourism contracts, including through a third person acting in his name or on his behalf, as organizer, seller, professional who facilitates related tourist services or supplier of tourist services, in accordance with current legislation;
- c) **Organizer:** the professional who combines packages and sells or offers them for sale directly or through or together with another professional;
- d) **Seller:** the professional other than the Organizer who sells or offers for sale packages combined by an organizer.

#### 4. NOTION OF TOURIST PACKAGE

A tourist package means the "combination of at least two different types of tourist services for the purpose of the same trip or vacation, if at least one of the following conditions is met:

- 1) that these services are combined by a single professional, even at the request of the traveller or in accordance with his / her selection, before a single contract for all services is concluded;
- 2) these services, even if concluded with separate contracts with individual tourism service providers, are:
  - 2.1) purchased at a single point of sale and selected before the traveller agrees to payment;
  - 2.2) offered, sold or billed at a flat rate or global price;
  - 2.3) advertised or sold under the designation "package" or similar designation;
  - 2.4) combined after the conclusion of a contract with which the professional allows the traveller to choose from a selection of different types of tourist services, or purchased from separate professionals through connected online booking processes where the traveller's name, payment details and the e-mail address is transmitted by the professional with whom the first contract is concluded to one or more professionals and the contract with the latter or these latter professionals is concluded at the latest 24 hours after the confirmation of the booking of the first tourist service.

#### 5. PRE-CONTRACTUAL INFORMATION TO THE TRAVELLER

1. Before the conclusion of the travel package contract or a corresponding offer, the organizer and, in the event that the package is sold through a seller, also the latter, shall provide the traveller with the relevant standard information form with the Terms and Booking Conditions and the General Cancellation Conditions, as well as the following information:

- a) the main characteristics of the tourist services, such as:
  - 1) the travel destination or destinations, the itinerary and periods of stay with related dates and, if accommodation is included, the number of nights included;
  - 2) the means, characteristics and categories of transport, the places, dates and times of departure and return, the duration and place of intermediate stop and connections; in the event that the exact time has not yet been established, the organizer and, if applicable, the seller, inform the traveller of the approximate time of departure and return;
  - 3) the location, the main features and, where applicable, the tourist category of the accommodation in accordance with the regulations of the country of destination;
  - 4) meals provided;
  - 5) visits, excursions or other services included in the agreed total price of the package;
  - 6) the tourist services provided to the traveller as member of a group and, if so, the approximate size of the group;
  - 7) the language in which the services are provided;
  - 8) if the trip or vacation is suitable for people with reduced mobility and, at the request of the traveller, precise information on the suitability of the trip or vacation that takes into account the needs of the traveller;
- b) the trade name and geographical address of the organizer and, where present, of the seller, their telephone numbers and e-mail addresses;
- c) the total price of the package including taxes and all rights, duties and other additional costs, including any administrative and/or file management costs, or, if these are not reasonably calculable before the conclusion of the contract, an indication of the type additional costs that the traveller may still have to bear;
- d) the methods of payment, including any amount or percentage of the price to be paid in advance and the deadline for paying the balance, or the financial guarantees that the traveller is required to pay or provide;

- e) the minimum number of people required for the package and the deadline as referred to in Article 41, paragraph 5, letter a), before the start of the package for the eventual termination of the contract in case of failure to reach the number of persons required;
- f) general information concerning passport and visa conditions, including approximate times for obtaining visas and health formalities in the country of destination;
- g) information on the traveller's right to withdraw from the contract at any time before the start of the package upon payment of adequate withdrawal costs, or, if applicable, of the standard withdrawal costs requested by the organizer pursuant to article 41, paragraph 1 TC;
- h) information on the optional or mandatory subscription of an insurance that covers the costs of unilateral withdrawal from the contract by the traveller or the costs of assistance, including return, in the event of injury, illness or death;
- i) the details of the coverage referred to in article 47, paragraphs 1, 2 and 3 of the TC.

## 6. CONCLUSION OF THE TOURIST PACKAGE CONTRACT

1. The proposal for the purchase and sale of a tourist package must be drawn up on a specific contractual form, if necessary electronic or, in any case, on a durable medium, completed in all its parts and signed by the customer, who will receive a copy. The acceptance of the proposed acquisition of the tourist package is considered completed, with consequent conclusion of the contract, only once the organizer has sent the relative confirmation, also telematically, to the traveller at the selling Travel Agency, which will take care of the delivery to the traveller himself. The information relating to the tourist package not contained in the contractual documents, brochures or other means of written communication, will be provided by the organizer, in regular fulfilment of the obligations provided for by art. 36, paragraph 8, TC., before the start of the trip.
2. Special requests on the methods of delivery and / or execution of certain services that are part of the tourist package, including the need for assistance at the airport for people with reduced mobility or the request for special meals on board or in the resort, must be advanced during the booking request phase and be the subject of a specific agreement between the Traveller and the Organizer, through the principal Travel Agency.

## 7. PAYMENT

1. Unless otherwise indicated in the pre-contractual information or in the contract, upon signing the purchase proposal for the tourist package, the following must be paid:
  - a) the registration or management fee (see Article 8);
  - b) deposit of the price of the tourist package published in the catalogue or in the quotation of the package provided by the Organizer. The balance must be paid within the deadline established by the Tour Operator in its catalogue or in the booking confirmation of the requested tourist service / package;
2. For bookings after the date indicated as the deadline for making the balance, the full amount must be paid at the time of signing the purchase proposal;
3. Failure to pay the above sums, on the established dates, as well as failure to remit the sums paid by the Traveller to the selling agency to the Tour Operator, and without prejudice to any guarantee actions pursuant to art. 47 TC against the latter, constitutes an express termination clause pursuant to art. 1456 cod. civ. such as to determine the termination of all rights and is to be carried out by simple written communication, via fax or e-mail, to the selling agency, or to the residence, also digital where communicated, of the traveller. The balance of the price is considered to have been paid when the sums reach the organizer directly from the traveller or through the intermediary Travel Agency chosen by the same traveller.

## 8. PRICE

The price of the tourist package is determined in the contract, with reference to what is indicated in the catalogue, or out-of-catalogue program and any subsequent updates of the same catalogues or out-of-catalogue programs, or on the Operator's website.

It may be varied, increased or decreased, only as a result of changes in:

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

For such changes, reference will be made to the exchange rates and prices in force at the date of publication of the program, as reported in the technical sheet of the catalogue, or on the date reported in any updates published on the websites.

Nonetheless, the price cannot be increased in the 20 days prior to departure and the revision cannot exceed 8% of the price in its original amount. In the event of a decrease in the price, the organizer has the right to deduct the administrative and management costs of the actual practices from the reimbursement due to the traveller, of which he is required to provide proof at the request of the traveller. The price consists of:

- a) registration fee or management fee
- b) participation fee: expressed in the catalogue or in the quotation of the package provided to the intermediary or traveller;
- c) cost of any insurance policies against the risks of cancellation and / or medical expenses or other services requested;
- d) cost of any visas and entry and exit taxes from the holiday destination countries.
- e) airport and / or port charges and taxes.

## 9. MODIFICATION OR CANCELLATION OF THE TOURIST PACKAGE BEFORE DEPARTURE

1. Before the start of the package, the organizer cannot unilaterally change the conditions of the contract other than the price pursuant to Article 39 of the TC, unless this right has been reserved in the contract and the change is of little importance. The organizer communicates the change to the traveller clearly and precisely on a durable medium.
2. If, before the start of the package, the organizer is forced to significantly modify one or more main characteristics of the tourist services referred to in Article 34 TC, paragraph 1, letter a), or cannot satisfy the specific requests pursuant to article 36 of the TC, paragraph 5, letter a), or proposes to increase the price of the package by more than 8 percent pursuant to article 39 of the TC, paragraph 3, the traveller, within a reasonable period specified by the organizer, can accept the proposed change or withdraw from the contract without paying withdrawal costs. In the event of withdrawal, the organizer may offer the traveller a replacement package of equivalent or higher quality.
3. The organizer informs, without undue delay, the traveller in a clear and precise manner on a durable medium:
  - a) the proposed changes referred to in paragraph 2 and their impact on the price of the package pursuant to paragraph 4;
  - b) a reasonable period within which the traveller is required to inform the organizer of his decision pursuant to paragraph 2;
  - c) the consequences of the traveller's failure to respond within the period referred to in letter b) and any replacement package offered and the relative price.
4. If the changes to the travel package contract or the replacement package referred to in paragraph 2 result in a package of lower quality or cost, the traveller is entitled to an adequate price reduction.
5. In case of withdrawal from the tourist package contract pursuant to paragraph 2, if the traveller does not accept a replacement package, the organizer will reimburse, without undue delay and in any case within fourteen days of withdrawal from the contract, all payments made by or on behalf of the traveller and the provisions of article 43, paragraphs 2, 3, 4, 5, 6, 7, 8 TC apply.

## 10. WITHDRAWAL OF TRAVELLER

1. The traveller can also withdraw from the contract without paying penalties in the following cases:
  - price increase in excess of 8%;

- significant modification of one or more elements of the contract objectively configurable as fundamental for the use of the tourist package as a whole, considered and proposed by the organizer after the conclusion of the contract itself but before departure and not accepted by the traveller;
- cannot meet the specific requests made by the traveller and already accepted by the Organizer.

In the above mentioned cases the traveller has the right to:

- accept the alternative proposal if formulated by the organizer;
- request the refund of the sums already paid. This return must be made within the legal terms indicated in the previous article.

2. In the event of unavoidable and extraordinary circumstances occurring in the place of destination or in its immediate vicinity and which have a substantial impact on the execution of the package or on the transport of passengers to the destination, the traveller has the right to withdraw from the contract before the start, without paying withdrawal costs, and to the full reimbursement of the payments made for the package, however the traveller is not entitled to additional compensation.

3. To the traveller who withdraws from the contract before departure for any reason; unforeseen or unexpected, outside the hypotheses listed in the first paragraph, or those provided for by art. 9, paragraph 2, the individual booking cost (I.B.C.) and insurance premiums will be charged - regardless of the payment of the deposit referred to in Article 7 paragraph 1. Furthermore, on the remaining amounts relating to the participation fee, supplements, airport taxes, consular visas and excursions, the following percentages will be applied as a penalty, calculated on the basis of how many days before the start of the trip the cancellation is made (the calculation of days does not include that of withdrawal, the communication of which must be received on a working day prior to that of the start of the trip):

- from the moment of confirmation up to 29 days before departure: 20% penalty on the total amount; - from 28 to 21 days 30% of the total amount;
- from 20 to 11 days 50% of the total amount;
- from 10 to 3 days 75% of the total amount;
- after these terms, 100% of the amounts will be charged.

The same sums must be paid by those who could not make the trip due to lack or irregularity of the required personal documents for expatriation. The traveller's eventual non attribution to the ability to take advantage of the holiday does not legitimize the withdrawal without penalties, provided by the law for objective circumstances that may be found at the destination of the holiday, referred to in paragraph 2 or for the hypotheses referred to in paragraph 1, having been given the possibility to protect against economic risk connected with the cancellation of the contract with the stipulation of a specific insurance policy, where not provided for in the obligatory form of the organizer.

4. In the case of pre-established groups, the withdrawal penalties will be subject to a specific respective agreement at the signing of the contract.

5. The organizer can withdraw from the travel package contract and offer the traveller full refund of the payments made for the package, but is not required to pay additional compensation if:

- the number of people enrolled in the package is less than the minimum required by the contract and the organizer communicates the withdrawal from the contract to the traveller within the deadline set in the contract and in any case no later than twenty days before the start of the package in 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, forty-eight hours before the start of the package in the case of trips lasting less than two days;
- the organizer is unable to execute the contract due to unavoidable and extraordinary circumstances and communicates the withdrawal from the same to the traveller without undue delay before the start of the package.

6. The organizer will proceed with all the refunds stipulated in accordance with paragraphs 2 and 5 without undue delay and in any case within 14 days of withdrawal. In the aforementioned cases, the termination of functionally related contracts stipulated with third parties is determined.

7. In the case of contracts negotiated off business premises, the traveller has the right to withdraw from the tourist package contract within a period of five days from the date of conclusion of the contract or, if later on, from the date on which he receives the contractual conditions and preliminary information, without penalties and without giving any reasons. In the case of offers with significantly reduced rates compared to competing offers, the right of withdrawal is excluded. In the latter case, the organizer documents the price change by adequately highlighting the exclusion of the right of withdrawal.

## **11. REPLACEMENTS AND TRANSFER OF THE TOURIST PACKAGE TO ANOTHER TRAVELLER**

1. The traveller, subject to prior notice given to the organizer on a durable medium and no later than seven days before the start of the package, can transfer the tourist package contract to a person who satisfies all the conditions for using the service.

2. Both the traveller transferring and the traveller receiving the transferral of the tourist package contract are jointly and severally liable for the payment of the balance of the price and any rights, taxes and other additional costs, including any administrative and handling costs resulting from this transfer.

3. The organizer informs the traveller transferring his package of the actual costs of the transfer, which cannot be unreasonable and that do not exceed the expenses actually incurred by the organizer as a result of the transfer of the tourist package contract, and provides the transferor with proof of rights, taxes or other additional costs resulting from the assignment of the contract.

4. Never the less, the Traveller who requests the variation of an element relating to an already confirmed practice, provided that the request does not constitute a contractual novation and provided that it is possible to implement it, will pay the Tour Operator, in addition to the costs resulting from the modification itself, a flat rate fixed cost.

## **12. TRAVELLER OBLIGATIONS**

1. During the negotiations and in any event before the conclusion of the contract, the Traveller will be provided, in writing, with general information concerning passports and visas and the health formalities necessary for expatriation.

2. For the rules relating to the expatriation of minors, please refer expressly to what is indicated on the State Police website. However, it should be noted that minors must be in possession of a personal document or passport valid for expatriation, or for EU countries; an identity card valid for expatriation. With regards to the expatriation of minors under the age of 14 and the expatriation of minors for which the Authorization issued by the Judicial Authority is required, the requirements indicated on the State Police website, <http://www.poliziadistato.it/articolo/191/>, must be followed

3. Regardless, Travellers find the corresponding information through their diplomatic representatives and / or their respective official government information channels. Furthermore, before departure, travellers must check that the information is updated with the competent authorities (for Italian citizens, the local Police Headquarters or the Ministry of Foreign Affairs via the website [www.viaggiasesicuri.it](http://www.viaggiasesicuri.it) or the Telephone Operations Centre at 06.491115 ) and make the relative adjustments before the trip. In the absence of such verification, no responsibility for the non-departure of one or more travellers can be attributed to the selling agency or the organizer.

4. Travellers must inform the seller and the organizer of their citizenship at the time of the booking request for the tourist package or tourist service and, at the time of departure, they must ultimately ensure that they are in possession of vaccination certificates, individual passports and any other documents valid for all countries covered by the itinerary, as well as residence and transit visas or health certificates that may be required.

5. Furthermore, in order to assess the socio-political and health safety situation and any other useful information relating to the countries of destination and, therefore, the objective usability of the services purchased or to be purchased, the traveller is required to obtain the necessary information through the Ministry of Foreign Affairs, also available on the ministries official website [www.viaggiasesicuri.it](http://www.viaggiasesicuri.it).

The above information is not contained in the T.O. catalogues - online or on paper - as they contain descriptive information of a general nature as indicated in the information leaflet and not information that is subject to temporary changes This information, therefore, must be the responsibility of the Travellers.

Moreover, Travellers must also comply with the rules of normal prudence and diligence, with the specific rules in force in the countries of destination, with all the information provided to them by the organizer, as well as with the regulations and administrative or legislative provisions relating to the tourist package. Travellers will be held liable for all damages that the organizer and / or the seller may suffer due to failure to comply with the above obligations, including any expenses necessary for their repatriation.

6. The organizer or the seller who has granted compensation or a price reduction or paid compensation for damage or has been forced to comply with other obligations prescribed by law, has the right of recourse against the subjects who contributed to the occurrence, the circumstances or events from which the indemnity, price reduction, compensation for damage or other obligations in question arose. The same is true for the subjects required to provide assistance and accommodation services and other provisions, in the case that the traveller cannot return to the place of departure. The organizer or seller who has compensated the traveller is subrogated, within the limits of the compensation paid, in all the rights and actions of the latter towards responsible third parties; the traveller must provide the organizer or seller with all the documents, information and elements in his possession that are useful for exercising the right of subrogation (Article 51 quinquies of the TC).

### **13. LIABILITY REGIME OF THE ORGANIZER**

1. The organizer is responsible for the execution of the tourist services offered in the tourist package contract, regardless of whether such services are provided by the organizer himself, by his auxiliaries or supervisors when they act in the exercise of their functions, by third parties whose work they make use of or by other tourism service providers.

2. The traveller promptly informs the Organizer, directly or through the seller, taking into account the circumstances of the case, of any lack of conformity found during the execution of a tourist service provided for in the package travel contract.

3. If one of the tourist services is not performed as agreed in the tourist package contract, the Organizer will remedy the lack of conformity, unless this is impossible or excessively burdensome, taking into account the extent of the lack of conformity and the value of the tourist services affected by the defect. If the Organizer does not remedy the defect, the traveller has the right to a price reduction as well as compensation for any damages suffered as a result of the lack of conformity, unless the organizer can prove that the lack of conformity is attributable to the traveller or to a third party unrelated to the provision of the tourist services or is of an inevitable or unpredictable nature or due to extraordinary and unavoidable circumstances.

4. Without prejudice to the exceptions referred to in paragraph 3, if the Organizer does not remedy the lack of conformity within a reasonable period set by the traveller in relation to the duration and characteristics of the package, the traveller can remedy the defect personally and request reimbursement of the necessary, reasonable and documented expenses; if the Organizer refuses to remedy the lack of conformity or if it is necessary to remedy it immediately, the traveller does not need to specify a deadline.

5. If the lack of conformity constitutes a non-negligible non-fulfilment of the tourist services included in a package and the Organizer does not remedy it within a reasonable period established by the traveller in relation to the duration and characteristics of the package, the traveller may, without further expenses, terminate the tourist package contract by right and with immediate effect or, if necessary, ask, pursuant to article 43 of the TC, for a reduction in the price, without prejudice to any compensation for damages. In the event of the termination of the contract, provided the package included the transport of passengers, the Organizer will also provide for the return of the traveller with an equivalent transport without undue delay and without additional costs for the traveller.

6. Where it is impossible to ensure the return of the traveller, the Organizer bears the costs of the necessary accommodation, where possible of a category equivalent to what was provided for in the contract, for a period not exceeding three nights per traveller or for the longer period that may be required by European Union legislation relating to passenger rights, applicable to the relevant means of transport.

7. If due to unforeseen circumstances not attributable to the Organizer it is impossible to provide, during the execution, a substantial part, in terms of value or quality, of the combination of the tourist services agreed in the tourist package contract, the Organizer offers, at no extra cost to the traveller, suitable alternative solutions of quality, where possible equivalent or higher, than those specified in the contract, so that the execution of the package can continue, including the eventuality that the return of the traveller to the place of departure is not provided as agreed. If the proposed alternative solutions involve a package of lower quality than that specified in the tourist package contract, the Organizer will grant the traveller an adequate price reduction.

Ulterior information

8. The traveller can reject the proposed alternative solutions only if they are not comparable to what was agreed in the tourist package contract or if the price reduction granted is inadequate.

9. If it is impossible to arrange alternative solutions or the traveller rejects the proposed alternative solutions, the traveller is entitled to a reduction in the price.

### **14. LIABILITY REGIME OF THE SELLER**

1. The Seller is responsible for the execution of the mandate given to him by the traveller with the travel brokerage contract, regardless of whether the service is provided by the seller himself, by its auxiliaries or persons in charge when they act in the exercise of their functions or by third parties whose work they make use of, as the fulfilment of the obligations assumed must be assessed with regard to the diligence required for the exercise of the corresponding professional activity.

2. The Seller is not responsible for booking errors attributable to the traveller or due to unavoidable and extraordinary circumstances.

3. The traveller's right to compensation for damages linked to the Seller's liability expires two years from the date of the traveller's return to the place of departure.

### **15. LIMITS OF COMPENSATION**

The tourist package contract may provide for the limitation of the compensation due by the organizer, except in the case of personal injury or for damages caused intentionally or through negligence, provided that this limitation is not less than three times the total price of the package.

The right to compensation for personal damage expires three years from the date of the traveller's return to the place of departure or in the longer period provided for by the provisions for personal damage governing the services included in the package.

### **16. POSSIBILITY OF CONTACTING THE ORGANISER THROUGH THE RETAILER**

1. The Traveller can direct messages, requests or complaints relating to the execution of the package directly to the Seller through whom he purchased the package, who, in turn, will promptly forward such messages, requests or complaints to the Organizer.

2. For the purposes of compliance with the terms or limitation periods, the date on which the seller receives messages, requests or complaints referred to in paragraph 1 is also considered the date of receipt for the Organizer.



## 17. OBLIGATION OF ASSISTANCE

1. The organizer will provide adequate assistance without delay to the traveller who is in difficulty even in the circumstances referred to in Article 42, paragraph 7 of the TC, in particular by providing appropriate information regarding health services, local authorities and consular assistance and assisting the traveller in making remote communications and helping him find alternative tourist services.
2. The organizer can demand the payment of a reasonable cost for such assistance if the problem is caused intentionally by the traveller or through his fault, within the limits of the costs actually incurred.

## 18. INSURANCE AGAINST CANCELLATION AND REPATRIATION EXPENSES

If not expressly included in the price, it is possible and advisable to take out, at the time of booking and through the Seller, special insurance policies against the costs deriving from the cancellation of the package, from accidents and / or illnesses that also cover repatriation costs and loss and / or damage to baggage. The rights arising from the insurance contracts must be exercised by the traveller 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 displayed in the brochures made available to Travelers at the time of departure.

## 19. ALTERNATIVE TOOLS FOR THE RESOLUTION OF DISPUTES

The organizer may propose to the traveller - in the catalogue, in the documentation, on its website or in other forms - alternative resolution methods for disputes that have arisen (ADR - Alternative Dispute Resolution), pursuant to Legislative Decree 206/2005. In this case, the organizer will indicate the type of alternative resolution methods proposed and the effects that such membership entails.

## 20. PROTECTION OF THE TRAVELLER

1. The organizer and the seller established on national territory are covered by an insurance contract for civil liability in favour of the traveller for compensation for damages resulting from the violation of their respective obligations under the respective contracts.
2. The travel package organization contracts are backed by insurance policies or bank guarantees or issued by the Funds, which, for travel abroad and travel taking place within a single country, including travel to Italy, in cases of insolvency or bankruptcy of the organizer or seller, they guarantee, without delay at the request of the traveller, reimbursement of the price paid for the purchase of the package and the immediate return of the traveller in the event that the package includes the transport of the traveller, as well as, if necessary, the payment of food and accommodation before returning. The guarantee is effective, appropriate to the volume of business and covers reasonably foreseeable costs, the amounts of payments made by or on behalf of travellers in relation to packages, taking into account the duration of the period between the down payments and the final balance and the completion of the packages, as well as the estimated cost for repatriation in the event of insolvency or bankruptcy of the organizer or vendor.
3. Travellers benefit from the protection in the event of insolvency or bankruptcy of the organizer or the seller regardless of their place of residence, from the place of departure or from the place of sale of the package and regardless of the Member State in which the entity in charge of providing protection in the event of insolvency or bankruptcy is established.
4. In the cases provided for in paragraph 2, as an alternative to reimbursement of the price or immediate return, the traveller may be offered the continuation of the package in the manner referred to in articles 40 and 42 of the TC.

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