

General Terms and Conditions for the Sale of Tourist Packages

Before purchasing your holiday, please read the General Information and General Terms and Conditions. The text contains very important information, such as penalty-free cancellation in the event of illness, accident or death.

CONTENT OF THE CONTRACT OF SALE OF THE TOURIST PACKAGE

1. Legislative Sources

The sale of tourist packages, providing services both in Italy and internationally, is governed — until its repeal under Article 3 of Italian Legislative Decree No. 79 of 23 May 2011 (“Tourism Code”) — by Italian Law 27/12/1977 No. 1084, which ratifies and implements the International Convention on Travel Contracts (CCV), signed in Brussels on 23.4.1970 (insofar as applicable).

It is also governed by Articles 32–51 of the Tourism Code and subsequent amendments, and by the provisions of the Italian Civil Code concerning transport and agency.

2. Administrative System

The organiser and intermediary of the tourist package used by the tourist must be authorised to perform their respective activities in accordance with applicable administrative regulations, including regional ones.

Under Article 18, paragraph VI of the Tourism Code, use of the terms “travel agency”, “tourist agency”, “tour operator”, “travel intermediary”, or similar terms (even in a foreign language), is permitted exclusively to the authorised companies referred to in paragraph one.

3. Definitions

For the purposes of this contract:

a) Travel organiser

The party that undertakes, in its own name and for a flat fee, to provide tourist packages to third parties, creating the combination of elements referred to in Article 4 below, or offering the tourist the possibility of creating and purchasing such a combination independently using online systems.

b) Intermediary

The party that sells or undertakes to provide tourist packages organised pursuant to Article 4 below, for a flat fee — even if not professionally and not for profit.

c) Tourist

The purchaser, the transferee of a tourist package, or any person to be named, provided that they meet all necessary conditions to use the service, on whose behalf the principal contractor undertakes to purchase a tourist package without remuneration.

4. Definition of a Tourist Package

A tourist package includes journeys, holidays, all-inclusive tours, and tourist cruises resulting from the combination — created by anyone in any manner — of at least **two** of the following elements, sold or offered for sale at a fixed price:

- **a) Transport**
- **b) Accommodation**
- **c) Tourist services not related to transport or accommodation**, as referred to in Article 36, which constitute a significant part of the tourist package (Art. 34 Tourism Code) and meet the recreational needs of the tourist.

The tourist has the right to receive a copy of the contract of sale of the tourist package (drafted as required by Art. 35 of the Tourism Code).

The contract constitutes the title to access the guarantee fund referred to in Article 21 below.

5. Tourist Information – Technical Data Sheet

1) Prior to the start of the trip, the organiser and intermediary must provide the tourist with information regarding:

- a) timetables, layovers and connections;
- b) identity of the operating air carrier, if not known at the time of booking, pursuant to Art. 11 EC Reg. 2111/05:

Where the identity of the operating air carrier is not known at the time of reservation, the passenger must be informed as soon as this information becomes available, including any EU bans on the carrier.

2) Technical Data Sheet

The organiser shall include a data sheet in the catalogue or non-catalogue programme, including in electronic form. This must contain:

- details of the organiser's administrative authorisation or declaration/notification of activity;
- details of the third-party liability insurance policy;
- period of validity of the catalogue or programme;
- parameters and criteria for travel price adjustments (Art. 40 Tourism Code).

6. Purchase Proposal – Bookings

The proposal for the sale of a tourist package must be completed on a specific contract form (including electronic), fully filled out and signed by the customer, who receives a copy.

The proposal becomes binding **only** when the organiser sends confirmation — including via electronic systems — to the intermediary travel agency, which is responsible for delivering it to the tourist.

Information about the tourist package not included in documentation or brochures will be provided by the organiser before departure, as required by Art. 37 paragraph 2 of the Tourism Code.

Special requests concerning the provision and/or implementation of services must be made **at booking time** and form part of a specific agreement via the intermediary agency.

The tourist is informed that, under Art. 32 paragraph 2 of the Tourism Code, **for contracts concluded online or off-premises**, the right of withdrawal provided for in Articles 64 et seq. of Italian Legislative Decree 206/2005 **does not apply**.

7. Payments

1. At the time of signing the purchase proposal, the customer must pay:

- a) the registration/administration fee (see Article 8);
- b) a **deposit not exceeding 25%** of the package price published in the catalogue or quoted by the organiser.

This amount acts as both a deposit and an advance payment.

During the period in which the proposal is valid — and therefore **before booking confirmation** — the consequences under Art. 1385 of the Italian Civil Code do **not** apply if the withdrawal is due to an unforeseeable event not attributable to the tourist.

The **balance** must be paid by the deadline indicated by the Tour Operator in the catalogue or booking confirmation.

2. For bookings made after the balance deadline, the full amount must be paid upon signing the proposal.

3. Failure to pay by the established deadlines constitutes an express termination clause, resulting in automatic termination by written notice (fax, email, etc.) sent to the agency or to the tourist's address/email.

The balance is considered paid only when credited to the organiser.

4. Payment rules from 1 January 2024

All transactions at properties managed by the **Mangia's Group** must be carried out **exclusively through electronic payment methods**:

- room charge (with a registered credit/debit card as guarantee, settled at check-out);
- credit/debit card at on-site POS terminals.

Bank transfers (including instant), cheques or any non-electronic methods are not accepted.

8. Price

The price of the tourist package is determined in the contract, based on what is indicated in the catalogue or non-catalogue programme and any subsequent updates.

The price may be changed **only** as a result of variations in:

- transport costs, including fuel;
- fees and taxes related to air transport, landing, disembarkation or embarkation fees at ports and airports;
- exchange rates applied to the package.

For these changes, reference is made to the exchange rates and prices in force on the publication date of the programme or its subsequent updates.

In all cases:

- the price **cannot be increased within 20 days** prior to departure;
- the adjustment **cannot exceed 10%** of the original price.

The price consists of:

- a) registration or administrative fee;
- b) participation fee (as indicated in catalogue or quotation);
- c) cost of optional insurance policies (cancellation, medical expenses, etc.);
- d) cost of any visas and entry/departure taxes of destination countries.

9. Modification or Cancellation of the Tourist Package Before Departure

1. Before departure, if the organiser or intermediary needs to significantly modify one or more elements of the contract, they must notify the tourist **in writing**, indicating the type of modification and the resulting price adjustment.
2. If the tourist does not accept the proposed modification, they may **withdraw without penalties**, and are entitled to:
 - another tourist package of equivalent value, if available; **or**
 - a refund of all amounts already paid, including the administrative fee, within legal timeframes.
3. The tourist must communicate their decision **within two working days** from receiving the modification notice.
If no response is provided, the proposed modification is deemed accepted.
4. If the organiser cancels the package for reasons not attributable to the traveller, they must refund the full amount and compensate for failure to execute the contract, except for the cases below.
5. No compensation is owed when cancellation is due to:
 - failure to reach the minimum number of participants (if required),
 - force majeure or unforeseeable circumstances.
6. For cancellations not related to force majeure, unforeseeable events, lack of minimum participants, or refusal of an offered alternative package, the organiser must refund **double the amount paid** by the tourist through the travel agent.
7. The refunded amount may **never exceed twice** the amount the tourist would have owed if they had cancelled under Article 10, paragraph 2.

10. Withdrawal by the Tourist

1. Withdrawal without penalty

The tourist may withdraw without penalty in the following cases:

- price increase **exceeding 10%**;
- significant modification of an essential element of the contract, proposed after contract conclusion but before departure, and not accepted by the tourist.

In such cases, the tourist is entitled to one of the following:

- an alternative package of equal or higher quality (if available);
- a package of lower quality with reimbursement of the price difference;
- a full refund of the sums already paid, within legal time limits.

2. Withdrawal with penalties

If the tourist withdraws **for reasons not included above**, or not covered by Art. 9 paragraph 2, or not indicated in the technical data sheet:

They will be charged:

- individual administrative handling costs,
- a penalty as stated by the operator in the data sheet / non-catalogue programme / tailor-made trip,
- any insurance coverage already requested,
- any other services already provided.

These apply **regardless of the deposit paid**.

3. Pre-established groups

Conditions and amounts are agreed **case-by-case** at contract signing.

4. Special-fare scheduled flights

Trips involving special-fare scheduled flights are excluded; cancellation penalties are **more restrictive** and not standardised.

11. Modifications After Departure

If, after departure, the organiser is unable to provide an essential part of the services included in the contract **for reasons not attributable to the tourist**, the organiser must:

- arrange suitable **alternative solutions** for the continuation of the trip, **without any additional charge** to the tourist; **or**
- reimburse the difference between the services originally planned and those actually provided.

If **no alternative solution is possible**, or the tourist **refuses the proposed solution for justified reasons**, the organiser must:

- provide, at no extra charge, **a means of transport equivalent** to the original one for the return to the place of departure or another agreed location (subject to availability);
- reimburse the difference between the cost of the originally planned services and the cost of the services actually provided up to the early return.

12. Replacements

A tourist who has withdrawn may be replaced by another person provided that:

- a) the organiser is notified **in writing at least 4 working days before departure**, including reasons and full details of the substitute;
- b) the substitute meets all conditions for use of the service (passport, visas, health certificates, etc.);

c) the services can be provided to the substitute;

d) the substitute reimburses the organiser for any additional expenses caused by the replacement (as quantified before the transfer).

The **transferor and transferee are jointly and severally liable** for:

- payment of the balance;
- all additional costs resulting from the replacement.

Further replacement conditions may be listed in the technical data sheet.

Under Art. 944 of the Italian Navigation Code, any replacement is only possible **with the consent of the carrier**.

13. Obligations of the Tourist

1. Before signing the contract, Italian citizens receive written information — updated to the catalogue's print date — regarding health obligations and required travel documents.
2. For rules on minors travelling abroad, tourists must refer to the Italian National Police website. Minors must carry a valid personal travel document (passport or, within the EU, an identity card valid for expatriation).
Information for minors under 14 or minors requiring judicial authorisation is available at:
<http://www.poliziadistato.it/articolo/191/>
3. Non-Italian citizens must obtain equivalent information from their diplomatic authorities or official government channels.
4. Before departure, tourists must ensure they have:
 - vaccination certificates,
 - passports,
 - visas,
 - health certificates (if required for all countries on the itinerary).

Failure to verify these requirements means neither the intermediary nor organiser can be held responsible for failure to depart.

5. To assess the socio-political and health conditions of the destination, tourists must consult official sources such as:
www.viaggiasesicuri.it

These details are *not* included in the tour operator's catalogue.

6. If the chosen destination is listed as unsafe at the time of booking, a later withdrawal **cannot** be justified on the basis of safety conditions.
7. Tourists must comply with:
 - rules of prudence and diligence,
 - local regulations in the destination country,
 - instructions from the organiser,

- administrative and legislative provisions linked to the tourist package.

They are liable for any damages caused to the organiser or intermediary, including repatriation expenses.

8. The tourist must provide any documents and information needed for the organiser's right of subrogation.
9. Any specific personal requests must be communicated **in writing at the time of the proposal**, before the organiser confirms the booking.

14. Hotel Classification

Official hotel classifications are provided in catalogues or information materials **based on the formal indications of the competent authorities** in the country where the service is provided.

If no official classification exists (or in the case of "Tourist Villages"), the organiser may include **its own description** in the catalogue to allow the tourist to properly evaluate and accept the accommodation offered.

15. Rule of Tort Liability

The organiser is liable for damages suffered by the tourist as a result of the **total or partial non-fulfilment** of the services agreed in the contract.

The organiser is **not liable** when the event is proven to be caused by:

- the tourist (including independently undertaken activities during the trip);
- unforeseeable or unavoidable acts by third parties;
- circumstances unrelated to the execution of the contracted services;
- fortuitous events or force majeure;
- circumstances that, according to professional diligence, could not reasonably be foreseen or resolved.

The intermediary with whom the tourist booked is **not responsible** for obligations related to the travel organisation or execution, but **only** for those linked to its role as intermediary, within the limits provided by applicable law, except for the exemption under Article 46 of the Tourism Code.

16. Limits of Compensation

Compensation under Articles 44, 45 and 47 of the Tourism Code — and the relevant prescription periods — are governed by those articles and by:

- the International Conventions governing the individual services included in the tourist package,
- Articles 1783 and 1784 of the Italian Civil Code.

Exception:

Damages for personal injury **are not subject to a predefined limit**.

17. Duty of Care

The organiser must provide assistance to the tourist according to **professional diligence**, limited to the obligations required by law or the contract.

The organiser and the intermediary are exempt from liability (Articles 15 and 16) if:

- non-fulfilment or improper fulfilment is attributable to the tourist;
 - caused by unforeseeable or unavoidable actions of third parties;
 - due to fortuitous events or force majeure.
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18. Complaints and Claims

Any failure in the execution of the contract must be **immediately reported** by the tourist during the trip, so that the organiser, local representative, or tour leader can promptly remedy the issue.

Failure to contest issues during the trip may result in **reduced or excluded compensation**, pursuant to Article 1227 of the Italian Civil Code.

Additionally, the tourist may file a formal complaint by sending a **registered letter with acknowledgement of receipt** to the organiser or seller **within 10 working days** after returning to the departure location.

SEZIONE 6 — Articles 19 to 21 + Addendum

19. Cancellation and Repatriation Insurance

If not expressly included in the price, it is possible — and recommended — to take out **specific insurance policies** at the time of booking, covering:

- costs arising from cancellation of the package,
- accidents and/or illness (including repatriation),
- loss and/or damage of luggage.

These rights must be exercised **directly by the tourist** toward the Insurance Companies, following the conditions set in the policies, as published in catalogues or brochures provided to tourists at departure.

20. Alternative Ways of Resolving Disputes

Under Article 67 of the Tourism Code, the organiser may offer the tourist **alternative dispute-resolution procedures**, presented through:

- the catalogue,
- documentation,
- the organiser's website,
- or other communication methods.

In such cases, the organiser will specify:

- the type of alternative resolution,
 - the effects and conditions of accepting it.
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21. Operational Changes

Because catalogues are published well in advance, the following must be noted:

- flight times and routes shown in the acceptance of the proposal **may change**, since they require later validation;
- the tourist/traveller must request **final confirmation** of services from the agency before departure.

The organiser will inform passengers of the identity of the actual air carrier **within the timeframe and methods required by Art. 11 of EC Reg. 2111/2005**.

ADDENDUM — General Terms and Conditions for the Sale of Individual Tourist Services

A) Regulatory Requirements

Contracts involving:

- only transport services,
- only accommodation services,
- or any other separate tourist service,

do not constitute a package and are therefore governed by the following CCV (International Convention on Travel Contracts) provisions:

- Art. 1, nos. 3 and 6
- Arts. 17–23
- Arts. 24–31 (only parts not related to package-organisation contracts)

A seller who procures an unbundled tourist service — even electronically — must:

- issue documents showing the amount paid;
 - and cannot be considered a travel organiser.
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B) Contract Terms and Conditions

The following clauses from the package-tour general conditions **also apply** to individual tourist services:

- Art. 6 paragraph 1 (purchase proposal)
- Art. 7 paragraph 2 (payments)
- Art. 13 (obligations of the tourist)
- Art. 18 (complaints)

Their application **does not transform** the service into a package.

Terminology referring to package organisers must be understood in the context of single-service sales (e.g., “organiser” = “seller”).

SEZIONE 7 — Technical Data Sheet (Final Section)

Technical Data Sheet — Additional Terms and Conditions

Price (Art. 8)

The prices shown in the brochure, price list, or non-catalogue programme:

- are expressed in **EURO**;
- are calculated based on the cost of ground services, air fares and taxes **as of 1 January 2020**.

Any fluctuations in transport costs or taxes exceeding **±3%** may require price adjustments (as stated in the General Terms and Conditions).

If the price variation of the purchased package exceeds **10%**, the consumer has the right to **withdraw without penalty** (Art. 10).

Payments (Art. 7)

- At booking: a **25% deposit** plus the registration fee must be paid.
- Balance: due **at least 30 days before departure**.
- Purchases via the website (www.aeroviaggi.it): **full payment** required at booking.
- Bookings within 30 days of departure: full amount + surcharges + initial procedural fee.

Failure to pay on time constitutes an **express termination clause**, resulting in contract termination, without prejudice to further damages incurred by the organisation.

The Fees Include

Weekly stays at the selected club or village include:

- accommodation in a **double room**;
- **7 full-board meals**;
- free participation in all entertainment and sports activities;
- free use of sports equipment (except evening floodlighting);
- club formula with buffet meals, water, and unlimited wine by the carafe at main meals.

Single rooms:

A weekly supplement applies. Where single rooms do not exist, double rooms may be allocated for exclusive use.

Packages including flights also include:

- return flights in tourist class (scheduled, low-cost, and/or special flights);
- transport of luggage as permitted by the airline;
- collective transfers with assistance between airport and village.

Collective transfers may involve airport waiting times and stops along the route for customer boarding or drop-off.

The Fees Do Not Include

- meals not specified in the programme;
 - drinks not expressly included;
 - tips, luggage handling, optional excursions;
 - personal extras;
 - entrance fees for monuments (unless specifically included).
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Offers and Discounts

- Published offers **cannot be combined**.
- “Book early” offer (€50 discount per adult) applies to individual weekly stays booked **by 30 April 2020**.
- Adult reductions for 3rd and 4th beds (and 5th where possible) are shown per hotel.

Children:

- First child (2–12 years): free stay **if sharing with at least 2 adults**.
 - Accommodation in extra beds or bunk beds.
 - In a double room shared with one adult → **50% discount**.
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Aircraft Operators, Times and Days

- Flight times to Sicily and Sardinia may not yet be finalised by airlines.
 - Departures/returns are typically **on Fridays**, unless otherwise stated.
 - Flight times, flight number, and airline company will be communicated at booking (if available) and reconfirmed **2–3 weeks before departure**.
 - Changes may still occur after that date.
 - Flights operated by Alitalia and other carriers.
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Luggage

- Maximum checked baggage weight: approx. **20 kg** (may vary).
 - Hand luggage: max **5 kg**, dimensions approx. **45 × 35 × 25 cm** (verify with carrier).
 - Excess weight may incur fees.
 - Accepting sports equipment or pets is at the airline’s discretion and always subject to payment.
 - Passengers must comply with security rules on cabin materials (liquids, toiletries, knives, etc.).
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Hotel Accommodation and Classification

- Rooms are comfortable, with private bathrooms; many include air-conditioning and heating.

- Triple rooms = double room with an extra bed.
 - Classification is assigned by official governmental tourist boards.
 - If classification is unavailable, an “Aeroviaggi classification” is provided based on comfort and services.
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Booking Changes – Replacements

Changes to confirmed bookings (name changes, travel dates, etc.) involve:

- variation fees, plus
- any airline or hotel penalties (provided at the time of request).

Special flights:

- seats are strictly **non-refundable**.

Scheduled and low-cost flights:

- no date changes or refunds allowed;
 - any change requires the purchase of a new ticket, subject to seat availability.
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Withdrawal by the Tourist – Cancellation Fees (Art. 10)

Unexpected personal circumstances (illness, quarantine, lost job, etc.) **do not justify penalty-free cancellation**, unless covered by a specific insurance policy.

Penalties:

- **10%** → up to 30 working days before departure
- **25%** → 29 to 18 working days
- **30%** → 17 to 10 working days
- **50%** → 9 to 5 working days
- **75%** → from 4 working days to 48 working hours before departure
- **100%** → after these deadlines

No refund is granted for:

- **no-shows;**
- cancellations made after travel has begun;
- missing or irregular personal documents.

Penalties are applied because the operator has contractual obligations to suppliers.
For groups, conditions are agreed case-by-case.

Assistance

- Assistance office available in all proposed clubs and villages.
 - Airport assistance available for flights linked to the programmes.
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Management Costs

- €30 per person (non-refundable) for all registrations **from age 2**.
 - No fee for children aged 0–2.
 - Fee includes insurance cover.
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Insurance

All participants are covered by **Allianz Global Assistance** (medical expenses, baggage insurance). Details on benefits, excesses, and exclusions are provided:

- in the policy sent with travel documents, or
 - in the brochure under the “Insurance” section.
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Guarantee Fund Policy

In compliance with Italian Leg. Decree 79/2011, Art. 50(2–3):

The agency has an insurance policy with **Vittoria Assicurazioni Spa** (Policy No. 631.36.922319 – Consorzio FOGAR – FIAVET), guaranteeing:

- reimbursement of the package price;
- cost of immediate return journey;
- coverage in case of insolvency or bankruptcy of the travel agency/tour operator.

Conditions, contacts, and instructions are provided with travel documents and on: www.aeroviaggi.it → “Insurance”.

Mandatory Communication — Article 17, Italian Law 38/2006

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

Information Pursuant to GDPR (EU Reg. 2016/679)

1. Subject of Processing

Personal identifying data provided during purchase or for the contractual relationship.

2. Purpose and Legal Basis

Data processed for:

- contractual and pre-contractual obligations;
- administrative and accounting requirements;
- legal obligations;
- protection of the Controller's rights;
- prevention of illegal acts.

(Processed without prior consent under Art. 6(b)(c) GDPR.)

3. Processing Method and Retention

Processing via IT systems or paper documents.

Data stored only as long as necessary, or for 10 years after account closure for administrative needs.

4. Nature of Provision

Optional, but necessary for contract execution.

Refusal may make service provision impossible.

5. Data Access

Employees and collaborators of the Controller;
external processors (suppliers, consultants, banks, affiliates).

6. Data Communication

Without consent, data may be communicated to:

- public bodies for legal obligations;
- third parties involved in providing requested services.

Transfers outside the EEA occur only with adequate guarantees (Privacy Shield, adequacy decisions, BCR, model clauses).

7. Rights of the Data Subject

Rights under GDPR Arts. 15–22:

- access, rectification, erasure, restriction, portability, objection;
- objection to automated decision-making and profiling;
- right to complain to the Data Protection Authority.

Identity verification may be required.

Requests are generally free unless excessive.

8. Data Controller and DPO

Controller: Aeroviaggi S.p.A., Milan

DPO: Neo Studio 2000 S.r.l. — dpo@aeroviaggi.it