

AGENZIA VIAGGI. TOUR OPERATOR.

Via d'Annunzio 227 – Riccione 47838 - ITALIA

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Reparto turismo: www.volendoviaggi.it

Reparto turismo sportivo: www.volendobike.it

Amministrazione: info@volendoviaggi.it

Gruppi: gruppi@volendoviaggi.it



GENERAL CONDITIONS OF CONTRACT FOR THE SALE OF TOURIST PACKAGES

1 Legislative sources

The sales transaction of tourist packages, with the object of providing services both nationally as well as abroad, is regulated by L. 27/12/1977 n° 1084 by ratification and implementation of the International Convention relative to travel contracts (CCV) signed in Brussels on 23.04.1970 – where applicable – as well as by the Consumer code (articles 82-100 of Legislative decree 06/09/2005 n° 206 and subsequent amendments).

2 Authorization

The organiser and the seller of the tourist packages, to whom the customer refers, must be authorised for providing their respective services under the applicable administrative legislation.

3 Definitions

In this contract the terms below are intended as follows:

a) organiser of the tourist packages: the subject responsible for the combination of elements specified in article n° 4 below, and who binds himself, on behalf of himself and against money consideration, to obtain tourist packages for third party; b) seller: the subject responsible for selling, or binds himself to obtain tourist packages carried out as indicated in article n° 4 below against money consideration;

customer of tourist packages: the buyer, the transferee of a tourist package or anyone, also to be named, on behalf of whom the main contractor binds himself to buy a tourist packages in absence of remuneration.

4 Concept of tourist package

The concept of tourist package is the following:

“Tourist packages regard trips, vacation holidays and “all inclusive” stays, resulting from the prefixed combinations of at least two elements indicated as follows, sold or offered at a flat rate price, with a duration of over 24 hours or extending over a period of time that comprises at least one night:

- a) transportation;
- b) accommodations;
- c) additional tourist services not included in transportation or accommodation that constitute a significant part of the tourist package” (art. 84 Consumer code).

The customer has the right to receive a copy of the sales contract of the tourist packages (according to articles 85 and 86 of the Consumer code), which is also the document necessary for accessing the guarantee under article 20 of these general contract conditions.

5 Mandatory information – Data Sheet

The organiser must insert a data sheet in the catalogue or in the programme not included in the catalogue. The obligatory information to be inserted in the data sheet in the catalogue or in the programme not included in the catalogue includes:

- reference data for administrative authorization or, if applicable, the D.I.A. of the organiser;
- reference data for the insurance policy for third party liability;
- valid period of the catalogue or of the programme not included in the catalogue;
- methods and conditions for traveller substitution (regulated by article 89 of the Consumer code);

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- parameters and methods for trip price adjustment (regulated by article 90 of the Consumer code).

Moreover, the organiser must inform the passengers of the identity of the effective carrier(s) in the respect of the times and modalities provided for by the article 11 of Reg. CE 2111/2005.

6 Bookings

The booking request is accepted by email to booking@volendoviaggi.it or info@volendoviaggi.it. The acceptance of bookings depends on the guest service's availability and will only be considered definite

upon confirmation from the organiser. Acceptance of bookings will be considered complete, resulting in the conclusion of the contract, only when the organiser sends written confirmation, even by electronic system, to the customer or to the seller travel agency. The indication of the package not contained in the contract documents, brochures or other means of written communication will be provided by the organiser in fulfillment of his obligations as provided by Article 87, paragraph 2 Consumer Code, before the departure.

7 Payment

The amount of the deposit, up to a maximum of 30% of the price of the package, to be paid at time of booking or when the firm request is sent and the date by which, The balance for all bookings must be paid not later than 14 days prior to the departure date. Failure to pay the amounts above mentioned by the dates established, is considered a termination clause that can determine, by the intermediary agency and/ or the organiser, the legal termination of the contract.

8. Price

The price of the tourist package is determined in the contract on the basis of the information given in the catalogue (printed or on-line), or in the programme not included in the catalogue, on any updates of these catalogues or programmes not included in the catalogue.

The price may be subject to change up to 20 days before the date of departure and only in consequence to the variation of:

- cost of transport, including fuel costs;
- rights and taxes on certain types of tourist services, namely landing tax, disembarkation or embarkation of passengers in ports or airports;
- changes in currency taxes applied to the package in question.

For such variations reference shall be made to exchange rates and to the above mentioned costs valid at the date of publication of the programme, as reported in the data sheet in the catalogue. The afore mentioned variations shall be applied on the fixed price of the tourist package in the percentage expressly indicated in the catalogue or programme data sheet. In any case, the price adjustment may not, in any case exceed 10% of the original price.

9. Modification or cancellation of the tourist package

Before the customer's departure, if the seller must significantly modify one or more elements of the contract, immediate written notice must be given to the customer, indicating the type of modification and the subsequent price variation. If he does not accept the modification proposed referred to in paragraph 1, the consumer may exercise the right to regain either the sum

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already paid or to enjoy the offer of a package of substitution under the 2nd and 3rd paragraph of Article 10 . The customer can exercise the above mentioned rights when cancellation is due to failure to reach the minimum number of participants indicated in the Catalogue or in the Programme not included in the Catalogue, or due to force majeure or fortuitous events, relative to the purchased tourist package. For the cancellations other than those caused by force majeure, fortuitous events or the failure to reach the minimum number of participants, as well as for those not due to the customer's failure to accept the alternative tourist package offered the organiser who cancels (Article 33, letter e, Consumer code) must reimburse the customer double the amount paid by the same and collected by the organiser, through the travel agent. The reimbursed amount may never be greater than double what the customer may owe as of the same date, under paragraph 4 of article 10, in the case where the client demands cancellation.

The organiser may cancel the contract in any moment according to art. 91 and 92 of the legislative decree n. 206, 6.9.2005 concerning the Int. Convention related to the travel contracts and is only under obligation to reimburse the sum paid. The organiser can cancel the contract without compensation when the minimum number foreseen for the group has not been reached, as long as the customer has been informed at least 15 days before departure.

If a participant should wish to cancel he will be allowed a net refund of any sum already paid in accordance with these penalties: - 20% from the moment of booking until 15 working days before the start of the stay; - 30% between 14 and 8 working days before the start of the stay; - 50% between 7 and 0 working days before the start of the stay (Saturday excluded). No refund after such terms. No refund will be given to those who do not turn up at the hotel or decide to leave during the holiday. A customer, who chooses to cancel, can propose a replacement as long as the organisation is informed at least 10 days before the start of the stay.

10. Withdrawal by the customer

The consumer may cancel the contract without paying penalties in the following cases:

- increase in the price referred to in art. 8 to an extent exceeding 10%;
- significant modification of one or more elements of the contract objectively definable as essential for the fruition of the tourist package as a whole and proposed by the organiser after the conclusion of the contract before the departure and not accepted by the consumer.

In the cases mentioned above, the consumer has the right either:

- to make use of an alternative tourist package, without extra cost or with the return of the surplus price, if the second package has a value lower than the first;
- to a refund of the only part of the amount already paid. This refund will be made within seven working days from receipt of the request for reimbursement.

The consumer must communicate his decision (to accept the modification or to withdraw from the contract) within and not later than two working days from the time of receiving the notification of increase or modification. In the absence of express notice within such period, the proposal made by the organiser will be considered accepted. The consumer who will withdraw from the contract before the departure outside the

assumptions listed in the first paragraph, will pay – regardless of the payment of the deposit mentioned in Article 7 paragraph 1 – the individual cost for the management of the practice, the penalty indicated in the specifications of the Catalogue or Program not included in the catalogue or customised travel, any amount of insurance coverage already required at the conclusion of the contract or for other services already given.

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In the case of organized groups such payments will be agreed from time to time at the signature of the contract.



11. Modifications after departure

After departure, should the organiser, finds that he/she is unable to provide for any reason, excluding a personal problem of the customer, an essential part of the services provided for in the contract, he/she must provide alternative solutions, without additional costs to the contracting party and if the services provided are of an inferior value than those contracted, reimbursement equal to the difference must be made. If no other alternative solutions are possible, or if the solution proposed by the organiser is refused by the customer for proven and just cause, the organiser shall provide, at no additional charge, transportation equal to that originally envisioned for return to the location of departure or to a different location eventually agreed upon compatibly with the availability of the given means of transport and available seating/space, and shall reimburse the difference in cost of the contracted services and that of the services performed up to the moment of early re-entry of the customer.

12. Circumstances beyond one's control

Strikes, adverse weather conditions, natural disasters, civil and military disorder: these and other similar events constitute circumstances beyond one's control and are not attributable to the organisation and transport operators. Possible expenditures will not be reimbursed.

13. Substitutions

The withdrawing customer may be substituted by another person provided that: a. The organiser is informed in writing at least 4 working days before the set date of departure, simultaneously being informed of the reasons for the substitution and the generalities of the substitute.

b. The substitute satisfies all the conditions for use of the service (ex article 89 of the Consumer code) and in particular the prerequisites relative to passport, visa and health certificates;

c. The same services or other alternative services can be provided after the substitution;

d. The sub-entering person must reimburse the organiser for all additional expenses incurred to proceed with the substitution, in the amount quantified prior to the transfer.

The transferring party and the transferee are responsible jointly and severally for the payment of the balance of the price as well as the amounts indicated in letter

d) of this article.

Further modalities and conditions for substitution are indicated in the data sheet.

13. Obligations of participants

During the negotiations and before the contract is concluded, Italian citizens will be supplied with all general information in writing – updated to the date of printing of the catalogue – about the obligations concerning health and the necessary documents for travel abroad. Foreign citizens will find the relevant information through their diplomatic representations in Italy and/or official government information channels.

In any case, the consumers shall, before the departure, check the update at the competent authorities (for Italian citizens the local police headquarters or the Ministry of Foreign Affairs

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through the website www.viaggiare Sicuri.it or

the Operation Centre at the number +39 06.491115) and shall comply with these indications before the departure. In absence of such verification, no responsibilities for the failed departure of one or more consumers may be attributed to the seller or the organiser.

Consumers must inform the seller and the organiser of their citizenship and, at the time of departure, must definitely make sure to hold certificates of vaccination, the individual passport and any other document valid for all countries to be visited, as well as stay visas, transit visas and health certificates, if required.

Furthermore, in order to assess the health and safety of the countries of destination and, therefore, the objective usability of the services purchased or to be purchased, the consumer will retrieve (by using the information sources indicated in paragraph 2) the general official information at the Ministry of Foreign Affairs, which explicitly state whether or not the destinations are subject to an official warning. Consumers should also follow the rules of normal prudence and care and the specific rules in force in the countries of destination of the travel, all the information provided by the organiser, as well as regulations, administrative or legislative provisions relating to the package. Consumers will be liable for any damage caused to the organiser and/or the seller also due to the non-compliance of the obligations set out above.

The consumer is required to provide the organiser with all documents, information and facts in his possession relevant to the exercise of his right of subrogation against third party responsible for the damage and he is also responsible towards the organiser for the prejudice caused to the right of subrogation. The organiser will also communicate in writing to the organiser, at the time of booking, any personal requests that may be subject of specific agreements on the travel arrangements, provided that it is possible to meet them. The consumer is still obliged to inform the Seller or the Organiser about any needs or particular conditions (pregnancy, food allergies, disabilities, etc...) and to explicitly specify the request for relevant personalised services.

14. Classification of accommodations

The official classification of the hotel structures is supplied in the online catalogue or in other informative material only based on the specific and formal indications by the competent authorities of the country where the service is implemented. In the absence of official classifications recognized by the competent Public Authorities of the Countries, including EU members, to which the service is referring, the Organizer takes the right to supply, in the online catalogue or in the brochure, a personal description of the receiving structure, such as to allow an evaluation and the consequent acceptance of the same from behalf of the Consumer.

15. Liability regime

The organiser is responsible for damages caused to the customer due to partial or total non fulfilment of the contractual services due, whether provided personally by he organiser or by third party service providers, unless it can be proven that the event was caused by the customer (including initiatives taken independently by the client in the course of the tourist services) or by extraneous circumstances to the services provided in the contract, a fortuitous event, force majeure or circumstances could the organiser could not, in accordance with professional diligence, reasonably foresee or resolve. The seller with whom the booking of the tourist package was made is not responsible in any case for obligations arising from the organisation of the trip, but is exclusively responsible for the obligations arising from his role as intermediary and, in any case, within the limits provided by the aforementioned laws or conventions for said responsibility.



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16. Limits of compensation

Compensation for damages can in no way exceed the limits indicated in articles 94 and 95 of the Consumer Code.

17. Obligations to provide assistance

The organiser must provide the customer with assistance in the measure required by the criteria of professional diligence, exclusively in reference to the obligations he/she is responsible for under law or by contract.

The organiser and the seller are exempt from their respective responsibilities (articles 15 and 16 of these General Conditions) when the failed or inexact execution of the contract is attributable to the customer or is dependent on an unforeseeable or inevitable outside event, or in the case of fortuitous events or force majeure.

18. Complains and claims

The customer must report any fault in the execution of the terms of the contract delay so that the organiser, his/her local representative or guide can resolve the issue in good time. To the contrary, non fulfilment of the contract may not be contested. The customer must – on penalty of lapse of rights – send a written complaint by registered mail with acknowledgement of receipt to the organiser or seller, within and no later than ten working days from the date of return to the place of departure (under article 98 of the Consumer Code)

19. Insurance against the cancellation and repatriation costs

If not expressly included in the price, it is possible, and advisable, to stipulate special insurance policies that cover the costs due to cancellation of the package, accidents and luggage, at the moment of booking at the organiser's or seller's offices. It is also possible to stipulate an assistance contract which covers the expenses of repatriation in case of accident or illness.

20. Guarantee fund

The National Guarantee Fund (under article 100 of the Consumer code) instituted to protect the consumers in possession of a contract, addresses the following issues in case of insolvency or declared bankruptcy of the seller or organiser:

- a) refund of the price paid;
- b) repatriation in case of trips to foreign countries;

The fund must also provide immediate economic resources in case of forced reentry of tourists from non-European Countries during emergencies whether or not attributable to the organiser's behaviour. The course of action of the Fund are established by the decree of the President of the Council of Ministers of 07-23-1999. n. 349 , G.U. n. 249 of 10-12-1999.

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ADDENDUM

GENERAL SALES CONTRACT CONDITIONS OF SEPARATE TOURIST SERVICES

A) LEGAL PROVISIONS

Contracts covering the supply of the only transport service, the stay or any other separate tourist service, not being able to present itself as a negotiated case of organization of a travel or a tourist package, are governed by the following provisions of the CCV: article 1, No. 3 and No. 6; articles from 17 to 23; articles from 24 to 31 with regard to provisions different from those relating to the contract of organization as well as from other agreements specifically related to the sale of a single service which is the subject of the contract.

B) TERMS AND CONDITIONS

These contracts are also subject to the following clauses of general terms and conditions of sale of the tourist packages above mentioned: article 6 paragraph 1; article 7 paragraph 2; article 13; article 19. The application of such clauses does not determine the configuration of such contracts as a tourist package. The terms of these clauses relating to the tourist package (organiser, travel, etc) must be intended with reference to the corresponding figures of the contract of sale of the single tourist services (seller, stay, etc.). Approved in September 2007 by Astoi, Assoviaggi, Assotravel, Fiavet

For any changes requested by the consumer after the confirmation of the services included in the packages the consumer will pay _ 30,00 per person, in addition to the payment to the organiser of all additional costs incurred to make the change. The change of the name of the renouncer with the name of the substitute may not be accepted by a third party which is the service provider in relation to certain types of them, even if made within the period provided for in article 10, paragraph a), of the General Conditions of Contract shown on the side. The organiser will not be responsible for any rejection of the modification by third party services providers.

This lack of acceptance will be promptly communicated by the organiser to the interested parties before the departure and, if it entails consequently the termination of the contract by the Consumer, the same conditions of withdrawal will be applied, as indicated below. If the consumer cancels the contract before the departure outside of the assumptions listed in paragraph 1, he will pay – regardless of the payment of the deposit mentioned in article 7, 1st paragraph – the individual cost for the opening of the practice, the insurance premium and, except for what otherwise specified in the pages of presentation of the single products of this brochure and/or at the confirmation, the penalties listed below, depending on the number of days before the date of departure (calendar days, not included that of withdrawal) when the communication of the cancellation is given:

- 30% of the total price of booking up to 45 days before the departure;
- 60% of the total price of booking from 44 to 33 days before the departure;
- 80% of the total price of booking from 29 to 15 days before the departure;
- After this deadline, the penalty will be equal to the entire value of the package.

NB: the same amounts should be paid by those who can not make use of the package due to the lack or irregularity of the necessary personal travel documents. In the case of organized groups such payments will be agreed from time to time at the signature of the contract.

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Travel insurance coverage for the customer

At the purchase of a tourist package, the Customer is required to stipulate a travel insurance policy to cover the penalties for cancellation of the package to be paid by the Consumer provided by article 10 of the General Conditions of the contract of sale of tourist packages, the costs relating to illness, accidents, loss and damage of luggage, repatriation, etc. The Customer can choose whether to subscribe the Travel insurance policy offered by Volendo viaggi or choose another insurance of his choice.

Optional trips and services purchased in resorts of destination

Trips and more in general the services purchased in loco by the customer, in the places of destination of the travel and not included in the tourist package, must be considered, for the purposes of liability of Tour Operators partners, excluded from the travel contract. Any description in the catalogue of these services is for information only.

SUPPLEMENTARY CONDITIONS OF VOLENDO VIAGGI

Payments

The balance for all bookings must be paid not later than 14 days prior to the departure date.

Prices

All prices indicated by Volendo viaggi in offers and contracts do not include the city (tourist) taxes which to be paid by the clients directly in hotel / residence in cash. The clients can inform themselves about updated amounts of city (tourist) taxes on the web pages of relative cities. The owner of the hotel or residence is obliged to collect the city tax at the end of the stay of the tourists.

Applicable law and place of jurisdiction

The present contract is regulated by Italian Law. Any and all controversies referable to this contract shall be resolved under the exclusive jurisdiction of the Court of Rimini.

OBBLIGATORY COMMUNICATION IN COMPLIANCE WITH ARTICLE 17 OF LAW NR.38/2006

The Italian Law punishes with jail the crimes related to child prostitution and pornography, including those committed in foreign countries.

OBBLIGATORY INFORMATIONS IN COMPLIANCE WITH LAW 2027/1997

The communitarian air carriers and those belonging to States adhering to the Montreal Convention of 1999 are subject to the following responsibilities:

There are no financial limits to the air carrier's responsibilities for deathly damages, passenger's wounds or personal lesions. For damages greater than 100.000 DSP (equal to about 120.000 Euro) the air carrier can dispute a claim for indemnification only if capable to prove that the damage cannot be imputed to him.

It is possible to make a special statement of greater value of the baggage or sign a specific insurance with payment of the related supplement at the moment of acceptance.

The carriers belonging to Countries not adhering to the Montreal Convention might apply responsibility rules other than the one mentioned above.

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A synthesis of the main provisions regulating

the responsibilities of the carriers collaborating with VOLENDO VIAGGI is, in anyway, available at request at our offices.

The responsibility of the tour operator against the passenger remains, in any case, regulated by the Consumer's Code and by the General Terms of Agreement published in the present on-line catalogue.



INFORMATIONS IN COMPLIANCE WITH LAW 2111/2005

The name of the carrier which shall make you flight/s is specified in the paper confirming the booking; the eventual variations shall be communicated to You promptly, in compliance with Regulation 2111/2005.

Privacy. Please be informed that all personal data will be processed in full compliance with the provisions of Law 196/2003 and that the processing of personal data is directed at the Company of the services covered by the package. The personal data in any case will not be disclosed to third parties and may be canceled at any time the customer requests.