

I VIAGGI DI TELS - GENERAL TERMS AND CONDITIONS OF SALE CONTRACT FOR TOURIST PACKAGES

Together with the General Terms and Conditions that follow, the description of the tourist package contained in the catalogue or in the separate travel programme, as well as the booking confirmation of the services requested by the Tourist\Traveller form an integral part of the travel contract. It is sent by the tour operator to the travel agency, acting as an agent for the Tourist, who shall have the right to receive it from the travel agency. Upon signing the tourist package sale proposal, the Tourist\Traveller must bear in mind that he/she acknowledges having read and accepted for him/herself and for those for whom he/she requests the all-inclusive service, the travel contract, as provided for herein, the indications contained in the sale proposal, as well as these General Terms and Conditions.

1. LEGISLATIVE SOURCES

The sale of tourist packages, with the object of providing services both nationally and internationally, is governed - until its repeal pursuant to Article 3 of Italian Legislative Decree no. 79 of 23 May 2011 (the "Tourism Code") - by Italian Law no. 1084 of 27 December 1977 ratifying and implementing the International Convention concerning travel contracts (CCV), signed in Brussels on 23 April 1970 - as applicable - as well as by the Tourism Code (Articles 32-51) and its subsequent amendments and by the provisions of the Italian Civil Code on transport and mandate, as applicable.

2. ADMINISTRATIVE REGIME

The Organiser and the intermediary of the tourist package which the Tourist requests must be certified to carry out their respective activities in accordance with the law in force, including regional legislation, attributable to the specific competence. Before the conclusion of the contract, the Organiser and the intermediary shall make the third parties aware of the details of the insurance policy for the coverage of risks arising from professional liability, as well as the details of the other guarantee policies for Travellers covering events that may affect the completion of the holiday, such as trip cancellation, coverage of medical expenses, early return home, lost or damaged baggage, as well as the details of the guarantee against the risk of insolvency or bankruptcy of the Organiser and/or the intermediary, according to their areas of competence, for the purpose of reimbursing the amounts paid or returning the Tourist to the place of departure. Pursuant to Article 18, paragraph VI, of the Italian Tourism Code, the use in the company name of the words "travel agency", "tourism agency", "tour operator", "travel mediator" or other words and phrases of a similar nature, even in a foreign language, is permitted only to the companies authorised in the first paragraph.

3. DEFINITIONS

For the purposes of this contract, definitions are intended as follows:

- a) travel Organiser: the person who undertakes on his own behalf and against the payment of a lump sum to provide tourist packages to third parties, by combining the items referred to in Article 4 below or offering the Tourist the possibility to make and purchase this combination independently, also by means of a remote communication system;
- b) intermediary: the person who, not necessarily in a professional framework or with the aim of making a profit, sells or undertakes to provide tourist packages created in accordance with Article 4 against the payment of a lump sum;
- c) Tourist: the purchaser, the assignee of a tourist package or any person, even if yet to be nominated, who complies with all the conditions required for the fruition of the service, on whose behalf the principal contractor undertakes to purchase a tourist package without remuneration.

4. CONCEPT OF TOURIST PACKAGE

The concept of tourist package is as follows:

"tourist packages have as their object travel, holidays, all-inclusive circuits, tourist cruises, resulting from the combination, made by anyone and in any way, of at least two of the items specified below, sold or offered for sale at an all-inclusive price: a) transport; b) accommodation; c) Tourist services not additional to transport or accommodation referred to in Article 36, which, in order to meet the recreational requirements of the Tourist, represent a significant part of the "tourist package" (Article 34 of the Italian Tourism Code). The Tourist is entitled to receive a copy of the sale contract for the tourist package (drawn up in accordance with Article 35 of the Italian Tourism Code). The contract constitutes an entitlement to access the guarantee fund referred to in Article 21.

5. INFORMATION FOR THE TOURIST – TECHNICAL SHEET

1. Before departure, the Organiser and the intermediary shall communicate to the Tourist the times and places of intermediate stops and transport connections;
2. The Organiser shall prepare a technical sheet, included either in the catalogue or in a separate programme, also electronically or online. It contains all the technical information relating to the legal obligations which the Tour Operator is subject to, such as but not limited to:
 - details of the Organiser's administrative or S.C.I.A. authorisation;
 - details of the guarantees for Travellers pursuant to Article 50 of the Italian Tourism Code;
 - details of the insurance policy covering third-party liability;
 - period of validity of the catalogue or separate programme;
 - parameters and adjustment criteria of the travel cost (Article 40 of the Italian Tourism Code).

6. PURCHASE PROPOSAL - BOOKINGS

The purchase proposal of the tourist package should be prepared using a specific contract form, which could be in electronic format, filled out completely and signed by the customer, who will receive a copy. Acceptance of the tourist package purchase proposal will be considered finalised, and the contract subsequently concluded, only when the Organiser sends confirmation, even electronically, to the Tourist at the intermediary travel agency, which shall arrange for delivery to the Tourist in question. Before departure, the Organiser shall provide any indications related to the tourist package which are not included in the contractual documents, in the brochures or in other written means of communication, in regular fulfilment of his obligations in accordance with Article 37, paragraph 2, of the Italian Tourism Code. Special requests on how certain services are delivered and/or regarding the services that are part of the tourist package, including requirements for assistance at the airport for people with reduced mobility, the request for special meals on board or in the holiday destination must be submitted during the booking stage and require specific agreement between the Tourist and the Organiser, through the agent. Pursuant to Article 32, paragraph 2, of the Italian Tourism Code, we hereby inform you that for contracts concluded remotely or outside commercial premises (as defined in Article 45 of Italian Legislative Decree 206/2005), the right to withdraw is excluded, pursuant to Article 47, paragraph 1, letter g. All information concerning the Vacanze Pavesi tourist package is published on the website www.vacanzepavesi.it and the booking should be made online. The booking will be considered finalised at the time of sending the email that confirms the purchase and the booking of the Vacanze Pavesi tourist package.

7. PAYMENTS

1. On signing the purchase proposal of the Vacanze Pavesi tourist package, the following payments must be paid:
 - (a) the registration or administrative fee (see Article 8);
 - (b) a deposit of 25% of the tourist package price published in the catalogue or in the quotation for the package provided by the Organiser. This amount is paid in the form of a deposit and an advance part-payment. During the period of validity of the purchase proposal and, therefore, prior to any confirmation of the booking which concludes the contract, the effects referred to in Article 1385 of the Italian Civil Code are not produced if withdrawal is the result of factors arising independently. The balance must be, without exception, paid within the deadline established by the Tour Operator in their catalogue or in the booking confirmation of the service\tourist package requested;
2. For bookings made in the period after the date set as the deadline for payment of the balance, the full amount must be paid when signing the purchase proposal;
3. Failure to pay the aforementioned sums on the established dates, or failure for the sums paid by the Tourist to the intermediary to reach the Tour Operator, and without prejudice to any guarantees pursuant to Article 50 of Italian legislative decree 79/2011 towards the intermediary, constitutes an express termination clause which determines the right to recede by simple communication in writing, by fax or e-mail, to the intermediary agency or to the Tourist's address, or email, if communicated. Payment of the balance of the price is considered made when the Organiser receives the sum directly from the Tourist or through the intermediary chosen by the Tourist. To purchase Vacanze Pavesi, the full amount should be paid at the time of booking, the purchase is non-refundable although it is possible to change the date on which the package may be used.

8. PRICE

The price of the tourist package is specified in the contract, with reference to what is stated in the catalogue or separate programme and to any updates of the catalogues or separate programmes added subsequently, or on the website of the Operator.

It may be changed only due to variations in:

- transportation costs including fuel costs;
- fees and taxes for air transport, landing, disembarkation or embarkation fees in ports and airports;
- currency taxes applied to the package in question

For these variations, reference shall be made to the exchange rates and the prices valid at the date of publication of the programme, as specified in the technical sheet of the catalogue, or to the date shown in any updates posted on the websites.

In any case, the price may in no way be increased in the 20 days prior to departure and the price adjustment may not exceed 10% of the original price.

The price is composed of:

- a) registration or administrative fee;
- b) participation fee: expressed in the catalogue or in the quotation for the package provided to the intermediary or to the Tourist;
- c) the cost of any insurance policies to cover risks of cancellation and/or medical expenses, or other services required;
- (d) the cost of any visas and entry and exit taxes to/from the holiday destinations;
- (e) charges and airport and\or port taxes.

9. CHANGE OR CANCELLATION OF THE TOURIST PACKAGE BEFORE DEPARTURE

1. Before departure, if the Organiser needs to modify one or more elements of the contract significantly, the Tourist will be notified immediately in writing, directly or through his/her intermediary, indicating the type of change and the consequent variation in price.

2. If the Tourist does not accept the proposed changes referred to in paragraph 1, he/she may withdraw with no penalties and be entitled to another tourist package if the Tour Operator can provide one, or receive reimbursement, in accordance with the law, of the amount already paid, including the administration fee.

3. The Tourist must communicate his/her decision to the Organiser or the intermediary within two working days from the time notification of the change, as indicated in paragraph 1, is received. If communication is not received within the above term, the proposal made by the Organiser is taken to be accepted.

4. If the Organiser cancels the tourist package before departure for any reason, except when it is the fault of the Traveller, it will reimburse the latter, within the terms of the law, the amount paid for the purchase of the tourist package and is entitled to be indemnified for the non-execution of the contract, except in the cases indicated below.

5. No compensation is payable for the cancellation of the tourist package when cancellation is due to the failure to reach the minimum number of participants that may be required, or due to force majeure and fortuitous circumstances.

6. In the case of cancellations other than those caused by fortuitous circumstances, force majeure or failure to reach the minimum number of participants, as well as for cases other than the non-acceptance by the Tourist of the alternative tourist package offered, the Organiser who cancels will reimburse the Tourist twice the amount originally paid and received by the Organiser, through the travel agent.

7. The amount to be reimbursed will never exceed twice the amount paid by the Tourist up to the day of reimbursement, in accordance with Article 10, paragraph 2, in the event that he/she cancels.

10. WITHDRAWAL BY THE TOURIST

1. The Tourist may also withdraw from the contract without paying penalties in the following cases:

- a price increase that exceeds 10%;
- significant changes are made to one or more elements of the contract that can objectively be considered as essential for the fruition of the tourist package as a whole, proposed by the Organiser after the conclusion of the contract but before the departure and not accepted by the Tourist. In the cases mentioned above, the Tourist is entitled to:
 - make use of an alternative tourist package of equivalent or superior quality if the organizer can provide one. If the all-inclusive package offered is of lower quality, the Organiser must refund the difference in price to the consumer;
 - the refund of the sums already paid. The refund must be made within the terms of the law.

2. The Tourist who withdraws from the contract before departure in circumstances other than those listed in the first paragraph, or those provided by Article 9, paragraph 2, will be charged – regardless of the payment of the deposit referred to in Article 7, paragraph 1 – the individual cost of the administration fee, the penalty indicated in the catalogue or separate Programme or

customised trip, for any insurance coverage charges already required at the time of concluding the contract or other services already rendered.

3. In the case of organised groups, such amounts will be agreed on from time to time when signing the contract.

For Vacanze Pavesi, in the event of cancellation by the customer, the full cost of the package will be charged. However, there is the possibility to change the date of when you wish to make use of the package.

11. CHANGES AFTER DEPARTURE

If after departure, the Organiser is for any reason, except for factors depending on the Tourist alone, unable to provide an essential part of the services envisaged in the contract, it must provide adequate alternative solutions for the continuation of the scheduled trip without the Tourist incurring any charges, or reimburse the latter within the limits of the difference between the services originally planned and those provided. If no alternative solution is possible, or the solution offered by the Organiser is refused by the Tourist for proven and justified reasons, the Organiser will provide at no extra cost a means of transport equivalent to that originally planned for the return to the place of departure or to another agreed location, compatible with the availability of a means of transport and available places, and will reimburse the Tourist the difference between the cost of the expected services and the services provided up to the time of premature return.??

12. SUBSTITUTIONS AND ADMINISTRATIVE CHANGES

12.1 The Tourist can be replaced by another person provided that:

a) the Organiser is informed in writing at least 4 working days before the established date of departure, receiving at the same time communication regarding the reasons for the substitution and the personal details of the transferee;

(b) the transferee satisfies all the conditions required for the fruition of the service (in accordance with Article 39 of the Italian Tourism Code) and particularly the requirements related to the passport, visas, health certificates;

c) these services or other substitute services may be provided following replacement;

(d) the substitute person shall pay the Organiser all additional expenses incurred in making the replacement, the amount of which will be quantified before substitution.

The transferor and the transferee are jointly and severally liable for the payment of the balance due and for the amounts referred to in d) here above.

12.2 In any case, the Tourist requesting the variation of an element of a confirmed package, provided that the request does not constitute novation of the contract and that implementation is possible, shall pay the Tour Operator any costs resulting from the change, in addition to a fixed fee.

13. TOURISTS' OBLIGATIONS

1. During negotiations and before the conclusion of the contract, Italian citizens are provided with general information in writing – updated to the date of printing of the catalogue – regarding health requirements and the documentation necessary to travel abroad.

2. Tourists must inform both the intermediary and the Organiser of their citizenship on requesting the booking of the tourist package or tourism service and at the time of departure they must make sure that they are in possession of certificates of vaccination, an individual passport and any other document valid for all the Countries forming part of the itinerary, as well as any travel and transit visas and health certificates that may be required.

3. In addition, in order to assess the security situation in socio-political and health terms and any other useful information on the destination countries and, therefore, on the objective usability of the services purchased or to be purchased, the Tourist has the duty to obtain official information of a general nature from the Ministry of Foreign Affairs, and issued through the institutional website of the Farnesina www.viaggiaresecuri.it. The above information is not contained in Tour operator catalogues – online or printed – because they contain general descriptive information as set out in Article 38 of the Italian Tourism Code and not information that can change over time. It is therefore the Tourists' responsibility to seek this information.

4. If, on the date of booking, the chosen destination should be found to be a location that is not recommended for security reasons by institutional information channels, if the Traveller should subsequently withdraw he/she would not be able to invoke the failure of the contractual cause related to the security conditions of the country for the purpose of exemption or reduction of the claim for his/her withdrawal, the absence of contractual cause related to the security conditions of the country.

5. Tourists should also comply with the rules of normal prudence and diligence as well as with those specifically in force in the destination countries of the trip, with all the information provided to them by the Organiser, as well as the administrative or legislative regulations relating to the tourist package. Tourists will be liable for all damages that the Organiser and/or the intermediary may

incur also because of failure to comply with the obligations set out above, including the expenses necessary for their repatriation.

6. The Tourist must provide the Organiser with all documents, information and elements in his/her possession that would be useful to exercise the right of subrogation against third parties responsible for damage and is responsible towards the Organiser if prejudicial to the right of subrogation.

7. The Tourist will also inform the Organiser in writing of any special requests, at the time of the tourist package purchase proposal and therefore before the Organiser sends confirmation that the services have been booked, which may require specific arrangements concerning travel modalities, provided that implementing them will be possible.

14. HOTEL CLASSIFICATION

The official classification of hotel structures is provided in the catalogue or in other informative material based only on the explicit and formal indications of the competent authorities of the country in which the service is provided. In the absence of official classifications recognised by the competent Public Authorities of EU member states, to which the service relates, or in the case of facilities marketed as a "Tourist Resort" the Organiser reserves the right to provide its own description of the accommodation facility in the catalogue or brochure, to allow the Tourist to assess and consequently accept the structure.

15. LIABILITY REGIME

The Organiser is liable for damages caused to the Tourist for reasons of total or partial non-fulfilment of contractual obligations, whether these are caused by himself or by third party service providers, unless he is able to prove that the event occurred on account of an action by the Tourist (including independent initiatives by the Tourist while the Tourist services are underway) or due to an unforeseeable or unavoidable event involving a third party, to circumstances unrelated to the provision of the services described in the contract, to fortuitous events, force majeure, or due to circumstances which the Organiser could not reasonably foresee or resolve according to his professional diligence. The intermediary, with whom the booking of the tourist package has been made, is not in any way liable for the obligations related to the organisation and implementation of the trip, but is solely responsible for the obligations arising from his role of intermediary and, in any case, within the limits set forth for such liability by applicable regulations, including the guarantee obligations referred to in Article 50, and, subject to the exemption provided for in Article 46 of the Italian Tourism Code.

16. COMPENSATION LIMITS

The compensation referred to in Articles 44, 45 and 47 of the Italian Tourism Code and its relative terms of prescription are governed by what is provided for therein, and in any case within the limits established, by the C. C. V, the International Conventions governing the services that are the object of the tourist package as well as by Articles 1783 and 1784 of the Italian Civil Code, with the exception of injury persons not subject to any fixed limit.

17. OBLIGATION TO PROVIDE ASSISTANCE

The Organiser should promptly provide all measures of assistance to the Tourist in difficulty according to the criterion of professional diligence with exclusive reference to his obligations under law or contract, without prejudice to the right to compensation for damages in the event the defective execution of the contract is attributable to the Organiser. The Organiser and the intermediary are exonerated from their respective responsibilities (Articles 15 and 16 of these General Terms and Conditions) when the failed or incorrect execution of the contract is attributable to the Tourist or to an unforeseeable or unavoidable event caused by a third party or was caused by a fortuitous event or force majeure.

18. CLAIMS AND COMPLAINTS

Any failure in the execution of the contract must be contested by the Tourist during the fruition of the package so that the Organiser, his local representative or the guide may promptly act to remedy the situation. Should this not take place, compensation will be reduced or excluded pursuant to Article 1227 of the Italian Civil Code. Without prejudice to the above obligation, the Tourist may also lodge a complaint by sending a registered letter with acknowledgment 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.

19. INSURANCE AGAINST CANCELLATION AND REPATRIATION EXPENSES

If not expressly included in the price, it is possible and advisable, to stipulate, at the time of booking at the offices of the Organiser or of the seller, special insurance policies against expenses arising from cancellation of the package, from injuries and/or health conditions which also cover the

costs of repatriation and any loss and/or damage to baggage. The rights arising from insurance policies should be exercised by the Tourist directly against the Insurance Companies in question, according to the conditions and procedures specified in such policies, as set forth in the terms and conditions of the policy published in the catalogues or indicated in the brochures available to Tourists at the time of departure.

20. ALTERNATIVE TOOLS OF DISPUTE RESOLUTION

Pursuant to and for the purposes of Article 67 of the Italian Tourism Code, the Organiser may propose to the Tourist – in the catalogue, documentation, on its website or in other forms – alternative options for dispute resolution. In this case, the Organiser will indicate the type of alternative resolution proposed and the effects that such adherence entails.

21. GUARANTEES TO THE TOURIST (ARTICLES 50 AND 51 OF THE ITALIAN TOURISM CODE)

Contracts for organised tourism are covered by appropriate guarantees provided by the Organiser and the Travel agent intermediary, which, for travel abroad and journeys that take place within a single country, will, in the event of insolvency or bankruptcy of the intermediary or the Organiser, guarantee the reimbursement of the price paid for the purchase of the tourist package and the immediate return of the Tourist. The identification details of the legal entity which, on behalf of the Organiser, is obliged to provide the guarantee will be indicated in the catalogue and/or on the website of the Tour Operator; they may also be indicated in the booking confirmation of the services requested by the Tourist\Traveller.

INSURANCE GUARANTEE Allianz Travel Intermediaries Public liability insurance policy no. 78624163, dated 20/11/2016 with a maximum insured amount of EUR 2,100,000.

Allianz Global Assistance health-baggage insurance no. 197131 with 24/7 assistance.

The DISCLOSURE pursuant to Article 13 of Italian Legislative Decree 196/03 (personal information protection). The processing of personal information, whose transfer is necessary for the conclusion and execution of the contract, is carried out in full respect of Italian Legislative Decree 196/2003, in paper and digital form. The information will only be communicated to the suppliers of the services included in the tourist package.

ADDENDUM

GENERAL TERMS AND CONDITIONS OF SALE CONTRACT FOR SINGLE TOURIST SERVICES

A) REGULATIONS

Contracts having as object the supply of transport service only, accommodation service only, or any other separate Tourist service, since it may not be classified as organisation of a trip or 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 (limited to the parts of such provisions that do not relate to the organisation contract) as well as by other agreements specifically related to the sale of the single service subject of the contract. Sellers who undertake to provide to third parties, even electronically, a single Tourist service is required to issue to the Tourist the documents relating to this service, showing the amount paid for the service and cannot in any way be considered travel Organisers.

B) CONDITIONS OF THE CONTRACT

To these contracts are also applicable the following clauses of the General Terms and Conditions of Sale Contract for Tourist Packages above: Article 6, paragraph 1; Article 7, paragraph 2; Article 13; Article 18. The implementation of these clauses does not determine absolutely the configuration of the related services as elements of the tourist package. The terminology of the cited clauses relative to the tourist package contract (Organiser, travel, etc) must, therefore, be understood with reference to the corresponding figures of the sale contract of single Tourist services (seller, stay, etc).

DISCLOSURE PURSUANT TO ART. 13 OF ITALIAN LEGISLATIVE DECREE 196/2003 and subsequent amendments and integrations

The processing of personal information, of which the transfer is necessary for the conclusion and execution of the contract, is carried out in full respect of Italian legislative decree no. 196/2003 as subsequently amended, in paper and digital form. Customers may at any time exercise their rights pursuant to Article 7 of Italian legislative decree 196/2003 by contacting the data holder: TELS SOCIETA' COOPERATIVA; Via Monferrato, 19, 27100 Pavia, Italy, VAT no. 02562080180; Elena Giacomotti, info@iviaggiditels.it

COMPULSORY COMMUNICATION ACCORDING TO ARTICLE 17 OF LAW No. 38/2006.

The Italian law punishes crimes concerning prostitution and juvenile pornography with

imprisonment, even if they are committed abroad.

TECHNICAL ORGANISATION: TELS SOCIETA' COOPERATIVA

Operational office: Via Monferrato, 19, 27100 Pavia - Tel. 0382 578706 – Fax 0382 1855087 – Email: info@iviaggiditels.it

Register of Companies of PAVIA – REA no.: PV 283778 - Tax Code and VAT no. 02562080180

SCIA rent Province of Pavia - Prot. no. 13159 of 03/03/15 - Authorisation no. 03/2003 of 23/05/2003
Province of Pavia.