

Slow Active Tours ~ General Conditions

1. PRELIMINARY REMARKS. NOTION OF TRAVEL PACKAGE

Granted that:

a) Slow Active Tours (after defined as organizer or Seller) is in possession of the administrative authorization to the fulfillment of their activities;

b) the traveller (after defined as Customer, Tourist or Consumer) has the right to receive a copy of the travel package sale contract (in accordance with the articles 85 and 86 Cod. Consumo), which is an essential document to access, if necessary, to the Guarantee Fund (see art. 19 of the present General Terms and Conditions).

The notion of travel package (art. 84 Cod. Consumo) is as follows: the object of travel packages are travels, holidays and "all-inclusive" circuits, resulting from the pre-established combination of at least two of the elements listed below, sold or offered on sale at a flat rate price and lasting more than 24 hours or including at least one night:

a) transfer

b) accommodation

c) tourist facilities, non-accessorial to transfer or accommodation (omissis) ... composing a significant part of a "travel package".

2. LEGISLATIVE SOURCES The buying and selling of travel packages, regarding facilities to provide both within national territory and abroad, are governed by Law n° 1084 of 27/12/1977, ratifying and executing the International Convention concerning Travel Contracts (CCV), signed in Brussels on the 23.4.1970, applicable also by the Cod. Consumo (Consume Code).i.

3. COMPULSORY INFORMATION – TECHNICAL SHEET The organizer has to include a technical sheet in the catalogue or in the program out of the catalogue. The compulsory elements to be contained in technical sheet are:

- details of the Organizer's administrative authorization;
- details of the liability insurance;
- validity period of the catalogue, of the program out of the catalogue or of the made-to-measure tour;
- substitution modalities and conditions (article 89 Cod. Consumo)
- exchange rate (article 90 Cod. Consumo).

4. BOOKING The booking must be drawn up on the provided contract form, in case of electronic format, the form must be fully completed and signed up by the client, who will receive a copy of it. The booking will be intended as accepted and the contract agreement will be reached only when Slow Active Tours will send the relative confirmation, also by e-mail, to the client.

All the information concerning the travel package that is not contained in the contract documents, brochures and other written means of communications, will be provided by Slow Active Tours in regular fulfillment of its obligations at its own expense, as written in the article 87, paragraph 2, Cod. Consumo, before the starting date of the tour.

5. PAYMENTS The deposit, up to 25% of the total holiday cost, to pay in at the moment of the reservation or of the confirmation, and the date by which the customer must pay the full balance before the departure are written in the brochure, in the catalogue or in other written material.

Failure to pay within the established dates is a written resolving clause, which gives to Slow Active Tours the right to cancel the contract.

6. PRICE The travel package price is determined by the contract with reference to what is indicated in the catalogue, in the program out of the catalogue or in their possible further updating. The price may vary until 20 days before the departure and only in consequence of the variation of:

- transportation costs, including fuel prices;
- rights and taxes on some category of touristic services, such as landing fees, embarkation or disembarkation fees at ports and airports;
- exchange rates applied to the travel package in question.

For these variations we will refer to the changes in exchange rates and to the costs mentioned above in operation at the moment of program's issue as reported in the catalogue technical sheet, or at the date shown in the eventual updating mentioned above.

Fluctuations will weigh upon the travel package flat rate price in the percentage clearly indicated in the catalogue technical sheet or in the program out of the catalogue.

7. TRAVEL PACKAGE MODIFICATION OR CANCELLATION BEFORE DEPARTURE Before the departure the Organizer who needs to modify significantly one or more elements of the contract must immediately give written notice to the customer, by indicating the kind of modification and the consequent price variation.

In case the Customer does not accept the suggested modification (paragraph 1), he may ask for a full refund or take an alternative holiday, in accordance with article 8, 2nd and 3rd paragraph.

The Consumer can exercise any of the rights listed above also in case the cancellation depends on the failure to achieve the minimum number of participants, as indicated in the catalogue or in the program out of the catalogue, or in circumstances beyond the Organizer's control and in fortuitous cases, in relation with the travel package the customer has bought.

In case of cancellations not due to circumstances beyond the Organizer's control, fortuitous cases, failure to achieve the minimum number of participants, or in case the customer does not accept an alternative travel package, the Organizer responsible for the cancellation (art. 33 lett. e Cod. Consumo), will refund the customer of twice the sum he had paid and the Organizer received.

The refunded sum will never exceed twice the amount already paid by the client in accordance with article 10, 4th paragraph, in case the client is responsible for the withdrawal.

The cancellation of a tour due to the failure to achieve the minimum number of participants, if communicated to the consumer at least 21 days before departure, provides exclusively the refund of the fees paid so far.

8. TOURIST'S WITHDRAWAL The customer may withdraw from the contract, without paying a penalty, in the following cases :

- price increase (see art. 8) of more than 10%;
- significant modification of one or more contract elements, objectively defined as fundamental to the fruition of the whole travel package, in case these modifications are suggested by the organizer after the conclusion of the contract before client's departure and rejected by the Customer.

In cases listed above, the Customer has alternatively right to:

- make use of an alternative travel package, without surcharges or with the refund of the excess sum in case the cost of the second package is inferior to the first one;
- the refund of the fees paid so far, that must be executed within seven workdays from the receipt of the refund request.

The Customer will have to communicate his own decision (accepting or rejecting the above-mentioned modifications) within two workdays from the receipt of increase or modification notice.

In case there is no communication within that deadline, the Organizer's suggestion is intended to be accepted. The customer withdrawing the contract before the departure out of the cases listed in the first paragraph will have to pay – independently on the payment of the deposit (see art. 6/ 1° paragraph) – the individual administration costs and the penalty, as indicated in the technical sheet in the catalogue, in the program out of the catalogue or in the made-to-measure tour.

With regard to pre-established groups, these sums will be settled at the conclusion of every single contract.

CANCELLATION PENALTIES The Customer has the right to withdraw from the contract and the obligation to inform Slow Active Tours in writing as soon as possible, who will refund the amount due, withholding the following penalties:

- a) withdrawal until 31 days before holiday start date – 20% of total holiday cost;
- b) withdrawal from 29 to 22 days before holiday start date – 25% of total holiday cost;
- c) withdrawal from 21 to 15 days before holiday start date – 50% of total holiday cost;
- d) withdrawal from 14 to 8 days before holiday start date – 75% of total holiday cost;
- e) withdrawal within 7 days before holiday start date – 95% of total holiday cost;
- f) in case of no show – 100% of total holiday cost.

The day calculation only includes working days, it does not include the day of withdrawal, Saturdays and public holidays.

→ The indicated cancellation fees may be subject to change depending on the destination or type of travel. Please always refer to the penalties indicated in the Destination Manual you receive before making your reservation.

9. MODIFICATION AFTER THE DEPARTURE In case the Organizer finds himself in the impossibility, except for client's fault, of providing the customer of an essential part of services contemplated in the contract, he will have to find alternative solutions, without surcharges for the customer. In case the provided services are worth less than expected, he has to refund the difference between the paid sum and the effective cost of the services provided.

In case there is no alternative solution or the solution arranged by the Organizer is refused by the customer for honest and justified reasons, the Organizer will provide, without any surcharges, a mean of transport equivalent to the prescribed original one to go back to the starting point or to another place formerly settled, compatibly with the availability of means and places and he will refund the difference between the cost of the expected services and the cost of services offered until the moment of the anticipated return.

10. SUBSTITUTIONS Clients renouncing may be substituted by another person provided that:

- a) the Organizer receives a written notice including cessionary's personal details and reasons of the substitution, at least 4 workdays before the holiday start date;
- b) the substitute satisfies all the conditions necessary to the service fruition (ex art. 39 Cod. Turismo) and in particular requirements concerning passports, visas, health certificates;
- b) the substitute satisfies all the conditions necessary to the service fruition (ex art. 39 Cod. Turismo) and in particular requirements concerning passports, visas, health certificates;
- c) the same services or other ones in substitution can be provided after the substitution;
- d) the substitute reimburses the Organizer for all the costs necessary to that procedure, quantified as € 30 for each practical variation.

The releaser and the substitute are both responsible for the full balance payment and for the amount as written at the letter d) of this paragraph.

Further modalities and substitution conditions are indicated in the technical sheet.

11. TOURIST'S DUTIES The Italian citizens, during the negotiations and before the conclusion of the contract, have, in writing, general informations about health obligation and the documentation necessary for foreign travel. Foreign people can have these informations through their diplomatic representations in Italy and/or the respective official government informative channels.

In any case the consumers will cater, before the departure, to verify the updating at the competent authorities (for Italian citizens the local police headquarters or the site www.viaggiare Sicuri.it of the Ministry of Foreign Affairs or the telephone number 06.491115) adapting themselves to this before the travel.

The consumers do inform the Organizer of their own nationality and, at the moment of the departure, they should definitely ascertain to have vaccination certificates, personal passport and any other type of document valid in the countries touched by the itinerary, as well as the visas for the residence permit, the transit and the health certificates eventually required.

Besides, the customers must search the official informations about the destinations, at the Ministry of Foreign Affairs, to know the health and security situation of these places, and so the objective utilization of the purchased services or to be purchased.

The customers must observe rules of prudence, diligence and all those norms and laws taking effect in the countries where the tour takes place. All participants must besides obey to all the information provided by the Organizer, such as rules, administrative and legislative dispositions concerning the travel package.

Consumers will be held responsible for all the damages the Organizer may suffer owing to their non-fulfillment of the obligations examined above.

The customers shall provide the Organizer with all the documents, information and all the elements he owns, which are useful to exercise the right of substitution towards a third party liable of the damage and he is responsible to the Organizer for the damage made to the right of substitution.

The consumers will also communicate in writing to the Organizer, at the moment of the booking, particular personal requests which may lead to specific agreements on travel modalities, provided that their accomplishment is possible.

The tourist has always to inform the Organizer of any needs or special conditions (pregnancy, food allergies, disabilities...) and to specify the request of customized services.

12. HOTEL GRADING The official hotel classification is provided in the catalogue or in the other informative material only on the basis of expressed and formal indication of the competent country authorities where the service is given.

In the absence of official classifications recognised by the competent public authorities of the countries – even EU members – where the service is provided, the Organizer reserves the faculty to provide in the catalogue or in the brochure his own hotel description, which could allow the customers to evaluate the suggestion and, later, to confirm it.

13. RESPONSABILITIES The Organizer is liable for damages caused to the Customer in case of total or partial non-fulfillment of the services settled by the contract, in case these are performed by himself or by other service suppliers, unless he is able to prove that the event is due to the consumer's behavior (including independent initiatives taken by the traveller during the holiday), to circumstances extraneous to the supply of the services prescribed in the contract, to fortuitous case, adverse weather conditions, circumstances beyond the Organizer's control or that the same Organizer could not reasonably foresee nor solve.

14. LIMITATIONS ON CLAIMS FOR REFUND Refunds referring to the articles 44, 45 and 47 Cod. Tur. are disciplined by thereunder and in any case within the limits established by the CCV, from the international conventions governing the services covered by the package and articles 1783 and 1784 of the Civil Code.

15. DUTY OF ASSISTANCE The Organizer has the duty to assist the Consumer, as established by the professional diligence criteria, with exclusive reference to his own duties, according to the law or contract. The Organizer and the Seller are exempted from their individual responsibilities (articles 15 and 16 of these General Terms and Conditions) in the event that failure to fulfill or inaccurate fulfillment of the contract are attributable to the Customer, to an unforeseeable and unavoidable third party, or due to circumstances beyond the Organizer's control and fortuitous cases.

16. CLAIMS AND COMPLAINTS Any failure in the fulfillment of the contract shall be immediately notified by the Consumer during the use of the package, in order to enable the Organizer, the Local Agent or the Tour Guide to correct the situation. Otherwise the damages will be reduced or excluded in accordance with Article. 1227 Civil Code.

Any complaint has to be filed by the Customer and notified to the Organizer by means of recorded delivery letter with advice of delivery within ten workdays from the date of return to the starting place.

17. CANCELLATION AND REPATRIATION TRAVEL INSURANCE Unless expressly included in the price, it is possible, or rather advisable, to stipulate, at the time of the booking an insurance for expenses due to travel package cancellation, travel-related accidents and baggage loss. It will also be possible to stipulate a contract of assistance covering repatriation costs in case of accidents, diseases, fortuitous events or beyond one's control. The tourist will exercise the rights arising by these contracts only toward the Insurance Companies, by the conditions and the modality of these policies.

18. ALTERNATIVE INSTRUMENTS OF RESOLUTION OF DISPUTES Referring to the article 67 Cod. Tur., Slow Active Tours can offer to the tourist – by catalogue, on its own site or by other ways – alternative modalities of resolution of disputes. In this way the Organizer will indicate the type of the offered alternative resolution and the effects of this proposal.

19. GUARANTEE FUND The Guarantee National Fund (article 100 Cod. Consumo), established for the protection of the consumer with contract, in case of insolvency or declared bankruptcy of the Organizer or the Seller, takes care of the following requirements:

- a) refund of the price already paid
- b) repatriation costs in case of trips abroad

The Fund shall also provide an immediate amount of money for possible forced return of the Customer from non-EU countries in case of emergency due or not due to the Organizer's behavior.

The Fund's intervention modalities are established by Prime Minister's Decree n° 349 of 23/07/99.

ADDENDUM – GENERAL CONDITIONS OF SALE CONTRACT FOR SINGLE TOURISTIC SERVICES

A) LAW PROVISIONS Contracts regarding the sale of single services (accommodation, transport, etc.) cannot be intended as organized travel packages and they are therefore governed by the following dispositions of the Collective Travel Contract: articles n°1, n° 3 and n° 6; from 17 to 23 and from 24 to 31, concerning estimations which are different from those regarding the organization contract as well as from other agreements specifically referred to the sale of the single service object of the contract. The seller is obliged to provide to third parties, even electronically, a tourist service unbundled, is required to issue to the tourist documents relating to this service, that indicate the amount paid for the service and can not in any way be considered travel organizer.

B) CONTRACT CONDITIONS The following clauses of the general terms and conditions for travel package sale contract listed above are also applicable to these contracts: article 4, 1st paragraph; article 5, 2nd paragraph, article 11 and article 16.

The application of these clauses does not determine at all the configuration of the concerned contracts as, in the case in point, travel package. The terminology of the quoted clauses concerning the travel package (Organizer, travel, etc.) must be intended with reference to the correspondent figures of the sale contract of the single touristic services (Seller, accommodation, etc.)

COMPULSORY COMMUNICATION In accordance with the article 16 of the law 269 of 3/10/98. The Italian law punishes with imprisonment crimes concerning prostitution and child pornography, even if they have been committed abroad.

INFORMATIVA ex art. 13 D. Lgs. 196/03 - Protection Personal Data The treatment of personal data, whose submittal is necessary to conclude and execute the contract, is carried out in accordance with D. Lgs. 196/2003 in both digital and printed format. Data will be transmitted only to the suppliers of the services included in the travel package. The client will be able to exercise the rights ex art. 7 D. Lgs. 196/03, by contacting Slow Active Tours, travel organization, info@slowactivetours.com, treatment holder.

Technical organisation: Slow Active Tours di Marco Ferriero, Via Corrado Alvaro, 17a, 73100 Lecce – LE, VAT number 04615750751, Fiscal Code FRRMRC79B27E506H, SCIA 9341 of 12.02.2015, Economic Administrative Index number 307340 CCIAA of Lecce., Insurance: Allianz number 97126420.