

GENERAL CONTRACTUAL CONDITIONS FOR THE SALE OF TOURIST PACKAGE

1. APPLICABLE LEGISLATION

The sale of tourist packages which involve services to be provided on national territory and abroad is disciplined by Law n. 1084 of 27/12/1977 ratified in implementation of the International Convention on Travel Contracts signed in Brussels on 23.4.1970 – as far as applicable – and by the Consumers' Code pursuant to Italian Lgs. Decree n. 206 of 6th September 2005 (arts. 82-100) and its successive amendments.

2. AUTHORISATIONS

The organiser and the seller of the tourist package, to which the consumer applies, must be authorised to perform their respective activities pursuant to the applicable administrative provisions.

3. DEFINITIONS

For the purposes of this contract:

- a) the travel organiser is the subject who arranges the combination of the elements referred to in the subsequent art. 4 and is obliged, in its own name and for a fixed fee, to procure tourist packages for third parties;
- b) the seller is the subject which sells, or which undertakes to procure, tourist packages arranged pursuant to art. 4 below for a fixed fee;
- c) The tourist package consumer is the buyer or the transferee of a tourist package or any person, even if not yet identified, who fulfils the conditions requested for using the service, on whose behalf the main contract undertakes to acquire a tourist package at no extra charge.

4. DEFINITION OF A TOURIST PACKAGE

The definition of a tourist package is as follows:

"Tourist packages are "all-inclusive" journeys, holidays and tours, resulting from the pre-established combination of at least two of the following elements, sold or offered for sale at a fixed price, lasting more than 24 hours or covering a period including at least one night:

- a) transport;
- b) accommodation;
- c) tourist services which are not connected with transport or accommodation (omissis) ... which represent a significant part of the "tourist package" (art. 84 of the Consumers' Code).

The consumer has the right to receive a copy of the tourist package sale contract (pursuant to arts. 85 and 86 of the Consumers' Code), which is also the document for possible access to the Guarantee Fund pursuant to art. 20 of these General Contractual Conditions.

5. OBLIGATORY INFORMATION – TECHNICAL SHEET

The organiser is obliged to produce, in a catalogue or in an uncatalogued programme, a technical sheet. The obligatory elements to be included on the sheet are:

- details of the organiser's administrative authorisation;
- details of the third party liability insurance policy;
- period of validity of the catalogue or uncatalogued programme;
- modalities and conditions applicable in the case of the substitution of the traveller (art. 89 of the Consumers' Code);
- parameters and criteria for adjustment of the price of the trip (art. 90 of the Consumers' Code).

6. BOOKING

Booking applications must be drawn up on a specific contractual form, which may also be electronic, every part of which must be filled in and undersigned by the customer who shall be given a copy. The booking is understood as accepted, with consequent conclusion of the contract, only when the organiser sends the relative confirmation, also by electronic communication systems, to the customer care of the seller travel agency.

The indications relative to the tourist package which are not contained in the contractual documents, in the booklets or in any other means of written communication, shall be provided by the organiser before the start of the stay, in correct fulfilment of the obligations bearing on the same pursuant to art. 87, clause 2 of the Consumers' Code.

7. PAYMENT

On booking, or when making a binding request, a down payment of 25% of the tourist package must be paid.

The balance must be paid within the thirtieth day before arrival.

For bookings placed during the 30 days prior to the arrival date, the full sum must be paid at the moment of confirmation.

Non-payment of the above-mentioned sums within the established date is a reason for express rescission pursuant to which the intermediary agency and/or organiser has the right to cancel the contract, and to claim compensation in the case of additional damages suffered by the organiser.

8. PRICE

The price of the tourist package is specified in the contract, with reference to the details indicated in the catalogue or uncatalogued programme and to any updated catalogue or uncatalogued programme details applied subsequently. It may be varied until 20 days prior to arrival, but only consequent to changes in:

- transport costs, including fuel costs;
- duties and taxes on certain types of tourist services such as landing, embarkation and disembarkation taxes and other charges at ports and airports;
- exchange rates applied to the package in question.

For such variations, reference shall be made to the current exchange rates and to the above-mentioned costs in force at the date of the publication of the programme as specified in the technical sheet of the catalogue or on the date specified in the case of the above-mentioned updating. Variations shall affect the fixed price of the tourist package at the percentage proportion expressly indicated on the technical sheet of the catalogue or uncatalogued programme.

The price indicated in the catalogue does not include the fixed and obligatory contribution for opening the procedure amounting to Euro 5 per person. This obligatory sum includes insurance for any expenses for medical care, luggage and costs linked to booking management, and must be paid at the moment of booking.

The price indicated in the catalogue does not include insurance for expenses in the case of cancellation. To avoid such expenses and to safeguard the consumer's piece of mind, the organiser shall invite the consumer to stipulate an insurance policy at the moment of booking.

9. MODIFICATION OR CANCELLATION OF THE TOURIST PACKAGE BEFORE ARRIVAL

Before arrival, the organiser or seller which needs to make a significant modification to one or more elements of the contract, shall immediately inform the consumer in writing, indicating the type of modification and the consequent variation in the price.

If the consumer does not accept the modification proposal referred to in clause 1, he/she may alternatively exercise his/her right to reimbursement of the sum already paid or to accept the offer of a substitute tourist package pursuant to clauses 2 and 3 of article 10.

The consumer may exercise the above-mentioned rights also when cancellation depends on failure to reach the minimum number of participants specified in the catalogue or in the uncatalogued programme, or on circumstances beyond anyone's control or pure chance relative to the tourist package purchased.

For cancellations other than those due to circumstances beyond anyone's control or pure chance or failure to reach the minimum number of participants, and for reasons other than the consumer's non-acceptance of the alternative tourist package offered, the organiser which cancels the booking (art. 33, letter E of the Consumers' Code) shall return to the consumer double the sum paid by the same and cashed in by the organiser, through the travel agent.

If the consumer cancels the package, the sum to be returned shall never amount to more than double the amount still owed by the consumer on the date of repayment pursuant to art. 10, clause 4.

10. THE CONSUMER'S WITHDRAWAL

The consumer may withdraw from the contract without paying a penalty in the following cases:

- if the price increases, as mentioned in art. 8 above, by more than 10%;
- if the case of a significant modification of one or more elements of the contract which can objectively be considered as fundamental as regards exploitation of the tourist package as a whole and which are proposed by the organiser after the conclusion of the contract but before the start of the stay and which are not accepted by the consumer.

In the above cases, the consumer alternatively has the right:

- to an alternative tourist package at no extra charge or with the return of the excess price if the second tourist package has a lower value than the first;
- to receive reimbursement of only the part of the price already paid. Such reimbursement must be made within seven working days from receipt of the reimbursement request.

The consumer must communicate his/her decision (to accept the modification or to withdraw from the contract) within and no later than two working days from receipt of the notice of the increase or modification. In the case of failure to make the express communication within the above term, the proposal made by the organiser shall be understood as accepted.

Except in the cases listed in the first clause, the consumer who withdraws from the contract before the start of the stay shall have the right to reimbursement of the sum paid after deduction of the penalties listed here following, which are calculated on the total amount of the package booked, plus the charges and expenses sustained by the organisation for cancellation of the services:

- - 10% for withdrawal up to 30 calendar days before the start of the stay
- - 20% for withdrawal from 29 to 15 calendar days before the start of the stay
- - 30% for withdrawal from 14 to 9 calendar days before the start of the stay
- - 50% for withdrawal from 8 to 4 calendar days before the start of the stay
- - 75% for withdrawal from 3 to 1 calendar days before the start of the stay
- No reimbursement after that term in the case of no-show.

For all combinations, no reimbursement shall be granted to the consumer who withdraws from the contract during the stay. In the case of pre-formed groups, such sums shall be agreed every time the contract is signed.

11. MODIFICATIONS DURING THE STAY

If the organiser finds, during the stay, that it is impossible to supply an essential part of the services contemplated in the contract, for any reason whatsoever except if the consumer is responsible, the organiser must arrange for alternative solutions without any additional charge to the contracting party and if the services offered are of a lower value than those foreseen the organiser must reimburse the difference. In the case of bad weather or lack of snow, programmes may be subject to variation: At the discretion of the experts, excursions may be moved to another day and/or to a place other than that originally foreseen.

If no alternative solution is possible, or if the solution proposed by the organiser is refused by the consumer for proven and justified reasons, the organiser, at no extra charge, shall provide for transport means equivalent to those foreseen in order to return to the departure point or to another place which may be agreed, as far as compatible with the availability of means and places, and the organiser shall reimburse the difference between the cost of the services foreseen and those actually provided until the moment of the early return.

12. SUBSTITUTIONS. The consumer who wishes to renounce the package may arranged to be substituted by another person, always providing:

- a. the organiser is informed in writing at least 4 working days before the date fixed for arrival, of the substitution and simultaneously of the reasons for the substitution and

- the identification details of the transferee;
- b. the transferee fulfils all conditions for use of the service (pursuant to art. 89 of the Consumers' Code) and, in particular, the requisites relative to passport, visas and health certificates;
 - c. the said services or other services in substitute may be supplied subsequent to the substitution;
 - d. the substitute shall reimburse the organisation for all additional expenses sustained for the substitution procedures, the amount of which shall be specified before the transfer; the transferor and the transferee remain jointly liable for payment of the balance of the price and of the amounts referred to in letter d) of this article; further substitution modalities and conditions are specified on the technical sheet.

13. THE CONSUMER'S OBLIGATIONS

During the course of negotiations and, in any case, before the conclusion of the contract, Italian citizens receive general information in writing – updated to the date on which the catalogue is printed - on the health obligations and documentation necessary for expatriation. Foreign citizens shall receive corresponding information via their diplomatic representatives in Italy and/or the respective official governmental information channels.

In any case, before departure consumers are responsible for checking that the information is updated with the competent authorities (for Italian citizens, local police headquarters or the Ministry for Foreign Affairs at the website www.viaggiareassicuri.it or the Telephone Operating Centre at the number 0039.06.491115) and must take any measures required by possible amendments before the journey. If the tourist does not check the said information, the seller or the organiser shall accept no responsibility if one or more consumers are not allowed to depart.

Consumers must inform the seller and the organisation of their own citizenship and, before departure, their home residence, and they must ensure that they definitely hold the vaccination certificates, individual passports and any other valid document required for all countries on the itinerary, as well as any stay visas, transit visas and health certificates that may be requested.

Furthermore, in order to assess the health and security situation of the countries of destination and, therefore, the possibility of using the services bought or about to be bought, the consumer must obtain (from the sources indicated in clause 2) official information of a general nature from the Ministry of Foreign Affairs indicating expressly whether formal recommendations have been issued to avoid the foreseen destinations.

Consumers must also comply with the rules of normal prudence and diligence and with those specifically in force in the countries of destination, and with all the instructions issued to the same by the organiser, as well as with the regulations pursuant to administrative or legislative provisions relative to the tourist package. Consumers shall be held to answer for all damages that the organiser and/or the seller may sustain also due to failure to respect the above-indicated obligations.

The consumer must give the organiser all the documents, information and elements in his/her possession which are useful for the exercise of the latter's rights towards third parties responsible for damage and shall be held liable towards the organiser for any prejudice caused to the right of subrogation.

The consumer must also inform the organiser in writing, at the moment of booking, of particular personal requests which may be the subject of specific agreements on travel modalities, always providing implementation is possible.

The consumer is always held to inform the seller and the organiser of any particular needs or conditions (pregnancy, food intolerance, disabilities, etc. ...) and to explicitly request the relative customised services.

14. HOTEL CLASSIFICATION

The official classification of hotels is specified in the catalogue or in the other informative material only on the basis of the expressed and formal indications of the competent authorities of the country in which the service is rendered.

In the absence of classifications officially recognised by the competent Public Authorities of the Countries, including EU member states, in which the service is provided, the organiser reserves the faculty of giving its own description of the accommodation in its own catalogue or brochure, in order to allow for assessment and consequent acceptance of the same on the part of the consumer.

15. REGIME OF RESPONSIBILITY

The organiser shall answer for damages caused to the consumer due to total or partial non-fulfilment of the contractually agreed performance, whether the relative services are provided by the said organiser or by third party suppliers, unless it is proven that the event depends on facts ascribable to the consumer (including initiatives taken independently by the latter during the performance of the tourist services) or on circumstances extraneous to the supply of the services foreseen in the contract, by chance events, by circumstances beyond anyone's control, or by circumstances that the organiser could not reasonably foresee or remedy by professional diligence.

Under no circumstances shall the seller, through which the tourist package has been booked, answer for the obligations bearing on the trip organiser, but shall be held exclusively responsible for the obligations bearing on the same in its quality of intermediary and, in any case, within the limits foreseen for such responsibilities by the relative laws in force.

16. REIMBURSEMENT LIMITS

Under no circumstances shall reimbursement for damages amount to more than the limits indicated in arts. 94 and 95 of the Consumers' Code.

17. ASSISTANCE OBLIGATION

The organiser is held to take measures to assist the consumer imposed by the criterion of professional diligence, exclusively in reference to the obligations bearing on the same pursuant to legal or contractual provisions. The organiser and the seller are exonerated from their respective responsibilities (arts. 15 and 16 of these General Conditions) when non-fulfilment or incorrect fulfilment of the contract is ascribable to the consumer or depends on the deeds of a third party and which cannot be foreseen or avoided, or if caused by a chance occurrence or events beyond anyone's control.

18. COMPLAINTS AND CLAIMS

Every case of contractual default must be reported by the consumer without delay, so that the organiser, its local representative of the tour guide can promptly remedy the situation. Otherwise, no complaint for contractual default can be made.

The consumer must also present any complaint by registered letter with return receipt forwarded to the organiser or the seller within and no later than ten working days from the date of return to his/her home town, otherwise any relative rights shall lapse.

19. INSURANCE COVERING CANCELLATION AND REPATRIATION EXPENSES

Unless expressly included in the price, it is possible, and advisable, to stipulate, at the moment of booking at the organiser's or seller's offices, special insurance policies covering expenses deriving from the cancellation of the package. An insurance policy can also be stipulated to cover repatriation expenses in the case of accident or illness.

20. THE GUARANTEE FUND

The National Guarantee Fund (art. 100 of the Consumers' code), created to protect consumers holding a contract, provides for the following needs in the case of the seller's or organisers declared insolvency or bankruptcy:

- a) reimbursement of the price paid;
- b) repatriation in the case of journeys abroad.

The fund must also supply immediately available cash in the case of the forced return of tourists from non-Community countries in the case of emergencies, whether ascribable to the organiser's conduct or not. The modalities for the intervention of the Fund have been established by Italian Prime Minister's Decree n. 340 of 23/07/99.

GENERAL CONTRACTUAL CONDITIONS FOR THE SALE OF SINGLE TOURIST SERVICES

A) LEGISLATIVE PROVISIONS

Contracts for the offer of only transport, accommodation or other separate tourist services cannot be considered as transactions with travel organisations or tourist packages and are therefore disciplined by the following provisions of the International Convention on Travel Contracts: art. 1, nos. 3 and 6, arts. 17 – 23, and arts. 24 – 31, as far as concerns provisions other than those relative to organisation contracts and for other agreements specifically referring to the sale of a single contractually stipulated service.

B) CONTRACTUAL CONDITIONS

Such contracts shall also be subject to the following clauses of the above general conditions of the tourist package sale: art. 6, clause 1; art. 7, clause 2; art. 13; art. 19. Application of the said clauses shall absolutely not indicate that the relative contracts are tourist package contracts. The terminology of the said clauses relative to the tourist package contract (organiser, travel agency, etc.) must therefore be understood as referring to the corresponding figures of the sale contract for the single tourist service (seller, accommodation, etc.).

TECHNICAL SHEET

Technical Organiser: Barbados Viaggi Sas. Tolmezzo (UD) - Italy
Licence n.: Authorisation of the FVG Region; Decree 0460 Tur. Issued on 7th March 2007

Insurance Policy: Helvetia insurance company. Policy n. 460/34/958.105

Modalities and conditions for the substitution of the traveller (see art. 89 of the Consumers' Code and art. 12 of the above General Sale Conditions);

Parameters and criteria for travel price adjustment (see art. 90 of the Consumers' Code and arts. 8 and 10 of the above General Sale Conditions).

Catalogue validity term: February 2008 – April 2009

JURISDICTION

Any controversy dependent on this contract shall fall under the exclusive jurisdiction of the Court of Tolmezzo (UD).

Obligatory communication pursuant to art. 17 of Italian Law n. 38/2008 (ex-law n. 269/1998, art. 16):

Italian law punishes with imprisonment crimes concerning prostitution and child pornography, even if committed abroad.

Respect for children's rights is not limited by borders.

PRIVACY

Pursuant to and by effect of article 13 of Italian Lgs. Decree n. 196/2003, we inform you that the information that you have given will be processed by Carnia Welcome Scarl and by Barbados Viaggi Sas, the data controller, with head office in Tolmezzo (UD), Via Renato del Din 8/h, in respect of the rulings of the laws in force on the protection of personal data. Processing, also carried out by automated means by appointed personnel, is for the following purposes:

- compliance with contractual and legal obligations if the package is booked;
- the forwarding of tourist communications and offers if you subscribe to our newsletter;
- the forwarding of informative material on our services and/or future promotional initiatives (brochures, offers, catalogues, etc.).

Conferral of the data is optional; however, in the case of non-conferral, it may be impossible to send you the informative/promotional material and it may be impossible to proceed with the requested booking; the data collected and filed, also electronically at our head office, may be communicated for purposes strictly connected with the aforesaid processing, to service suppliers. We inform you that at any moment you can exercise your rights pursuant to article 7 of the aforesaid law (request for data confirmation, modification, cancellation, block, updating, correction, etc.).

If you do not wish to receive our communications and/or tourist and promotional information, please send an e-mail or write to the data controller: info@carnia.it / Barbados Viaggi

Sas, Via Renato del Din 8/h, 33028 Tolmezzo (UD) - Italy