

Terms of Service

1. Object

ExclusivItaly Srl, under the brand name ILC – Italian Luxury Consulting, performs the activity of intermediation of unique tourist services and the activity of organization and sale of tourist packages. The tourist services and packages specified will be offered for sale subject to the conditions described in this contract, except for the information indicated in the subsequent article 5 and the information communicated in the booking application.

2. Normative sources

The sale of tourist packages having as object services to provide at a national and international level is subject to – until its abrogation – art. 3 of the Legislative Decree no. 79 of May 23, 2011 (the “Code of Tourism”) – of the Law 27/12/1977 no. 1084, as modified by the Legislative Decree no. 62 of May 21, 2018, for the ratification and execution of the International Convention on travel contracts (CCV), signed at Brussels on April 23, 1970 – enforceable – and subject to the Code of Tourism (articles 32-51) and its amendments.

3. Definitions

For purposes of this contract, the following terms shall have the following meanings:

1. a) travel organizer: the subject which undertakes to obtain tourist packages for third parties, on his own behalf and against a specific price, by combining the elements stated in the subsequent art. 4 or offering to the tourist the possibility of making and purchasing this combination independently, even by means of a remote communication system;
2. b) seller: the subject which, even if it is not a professional company and it does not aim to gain profit, sells or it undertakes to obtain tourist packages created according to the subsequent art. 4 against a specific price;
3. c) tourist: the purchaser, transferee within a tourist contract or any person to be designated, who comply with all terms required for the fruition of the service and for which the main contracting party undertakes to acquire a tourist package without remuneration.

4. Definition of tourist package

The definition of tourist package is the following:

“The tourist packages have as object the travels, vacations, “all inclusive” circuits, tourist cruises, resulted from the combination of at least two elements indicated hereinafter, sold or offered for sale on a lump-sum basis, made by anyone and in any manner:

1. a) transport;
2. b) accommodation;

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3. c) tourist services not related to the transport or accommodation

omission) which are an important part of the “tourist package”, in order to meet the recreational requirements of the tourist. (art. 34 Code of Tourism).

The tourist is entitled to receive a copy of the contract of sale for tourist package (as per art. 35 and 36 of the Code of Tourism). The contract represents a title to access the Warranty Fund specified in the subsequent art. 21, as the case may be”.

5. Validity of the programme and price list

The tourist and travel packages described in the offer will be valid until the date mentioned. The prices, discounts, rebates and all information related to the determination of the tourist services and travel packages described in the offer are and remain valid until the date indicated.

When he makes the booking, the consumer declares and acknowledges to have seen, read and received a full copy of the General Contract of Sale Conditions, in force when the booking was made from the Travel Agency where he made the booking. In case of the transport service intermediation to be performed by means of liners or tourist packages including the related flight ticket in such air transport typology, unless otherwise specified, will be issued in the context of the booking confirmation; in case of annulment, the penalties shall be applied according to the specification sheet.

6. Booking

The booking offer will be drawn-up on a specific form, for instance electronically and it will be filled in completely and signed by the customer, who will receive its copy. The acceptance of the bookings is considered to be completed when the contract is concluded afterwards, only when the organizer will send the related confirmation even by means of a telematics system, to the tourist and the travel agency in question. Before the departure, the organizer will provide the indications related to the tourist package, which are not included in the contractual documents, in the brochures or in other written means of communication, as per art. 37, paragraph 2 of the Code of Tourism. According to art. 32, paragraph 2 of the Code of Tourism, in case of contracts concluded by using a remote communication system or outside the commercial premises (as defined in articles 50 and 45 of the Legislative Decree 206/2005), the organizer reserves its right to communicate in writing the exclusion of the annulment right stipulated in articles 64 and the following of the Legislative Decree 206/2005 to the tourist.

7. Payment

The advance of 25% of the tourist package price, which will be paid when the booking is made or when the application for authorization is made and the date until which the payment must be effected before the departure, are included in the offer, brochure or in any other documents and the remainder of the tourist package price is payable 30 days prior to the date of departure. If the booking is made within 30 days of the date of departure, the entire tourist package price must be paid at the time of confirmation.

If the air transport should be performed by means of a liner, the full purchase price of the tourist package will be paid when the booking is confirmed. Failure to pay the above-mentioned stipulated amounts represents an express termination clause which may lead to the legal termination of the contract by the travel agency and/or organizer.

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8. Price

The total amount payable by the tourist, specified in the invoice of sale, sent to the tourist by means of the travel agency is composed of the tourist package price. The tourist package price is determined in the contract, with reference to the information specified in the offer.

9. Change or cancellation of the tourist package before the departure

Before the departure, the organizer or travel agency needing to change one or more contractual elements in a significant manner, will inform the tourist in writing immediately, indicating the type of change and the related price modification.

If the customer does not accept the proposition of change stipulated in paragraph 1, the tourist may exercise in a different manner his right to reacquire the amount he already or to enjoy the offer of an alternate tourist package according to article 10.

In case of cancellations different from the ones caused by force majeure, accidents or by unsuccessful completion of the minimum number of participants, as well as due to cancellations different than the unsuccessful acceptance of the alternate granted tourist package by the tourist, the organizer which cancels the contract, (Art. 33 lett. and Cod. Cons.) will reimburse to the tourist the twofold of the amount paid by him and cashed in by the organizer, by means of the travel agent.

The amount to be reimbursed will never exceed the twofold of the amounts owed by the tourist, equal on that day, according to art. 10, in the event that he was the person to cancel the contract.

10. Cancellation made by the tourist

The consumer may back out of the contract under the following conditions: 1) a rise in price that exceeds 8%, stipulated in art. 8; 2) significant change made to one or more elements of the contract objectively set up as fundamental to the fruition of the tourist package taken into account in its entirety and suggested by the organizer after the conclusion of the same contract but for departure and not deemed acceptable by the consumer. In the above cases, the consumer has an alternative right: 1) to make use of an alternative tourist package, without supplement in price, or, if the alternative tourist package has a value less than the initial package, to be repaid the surplus in price; 2) to be reimbursed for the part of the corresponding price. The consumer must communicate his decision (to accept changes or to back out) within but not more than two working days from the moment he has received notice of the increase or change. Due to a lack of express communication within the aforementioned term, the organizer's formulated proposal is intended to be agreeable. The consumer who backs out of the contract before departure for reasons outside of the presumed in the first paragraph, will pay the following amounts (penalty sum) – independently from the advance payment stipulated in art. 7 paragraph 1:

50% of the tourist package price within 30 – 20 working days before the departure;

75% of the tourist package price within 19 - 10 working days before the departure;

100% of the tourist package price after those terms.

In case of pre-established groups, the penalties stated above shall be agreed upon a regular basis after the signature of the contract.

ExclusivItaly Srl reserves the right to change the penalty sum, case by case, depending on services offered, as communicated in the offer.

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11. Changes after departure

If, after the date of departure, for whatever reason, the organizer finds itself impossible to supply an essential part of the services considered in the contract, except in instances caused by the consumer, it must arrange alternative substitutions, without charging a supplement in price to the contracting party and if the supplied services should cost less than that originally planned, the consumer will be reimbursed the difference.

If it is not possible to find an alternative solution, or the alternative offered by the organizer has been refused by the tourist for honest and correct reasons, the organizer will give, without a supplement in price, means of transport equivalent to that originally booked for the return to his departure location or to a different location to be agreed upon, compatible with the availability of means and the spots available, and the consumer will be reimbursed the difference between the cost of the expected services and those services rendered up until the moment of anticipated return.

12. Substitutions

The client backing out of the package may be replaced by another person if: 1. the organizer is informed in writing at least 10 working days before the fixed date of departure, receiving communication in context about the reasons of the substitution and the particulars of the transferee;

2. if the transferee satisfies all the conditions required for the trip (as per art. 39 Cod. Cons.) and especially the requirements related to the passport, visas, health certificates;
3. these or other replaced services may be provided after the substitution;
4. the substitute person shall pay to the organizer all additional expenses it sustained, in order to make the substitution, in as far as it receives these amounts before the transfer.

We specify that in some cases (according to art. 944 of the Navigation Code), the substitution will be possible only with the consent of the carrier.

13. Obligations of tourist

During the negotiations and before the conclusion of the contract, Italian citizens receive the information included in the offer and related to the health obligations and the required documentation for the departure.

The foreign citizens shall receive the corresponding information by means of their embassies and consulates present in Italy and/or the related official governmental information channels. In any case, before the departure, the tourists shall check the update made by the competent authorities (for the Italian citizens – the local police departments or the Ministry of External Affairs by means of the site www.viaggiasesicuri.it or the Automatic Operative Exchange at the number 06.491115) complying with those requirements before the departure.

If the tourists do not check the update, the travel agency or the organizer will not be held liable for the impossibility to travel of one of more tourists. The tourists must inform the travel agency and the organizer on their citizenship and in the day of departure they must definitely accept to receive certificates of vaccination, the passport and any other valid document for all states included in their itinerary, as well as stay visas, transit visas and any possible required health certificates. By

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purchasing the package, the tourist states he read and assessed independently the information regarding the health and safety status of the States of destination and therefore, the objective use of purchased services for which he completely assumes the risk of non objective use or the subjective use in case of social, health or natural events that may be checked between the package purchase date and the period of time set for the stay.

Furthermore, the tourists must comply with the rules of prudence and diligence as well as with those specified by the destination country, with all the information supplied by the organizer, as well as the administrative or legislative regulations relative to the tourist package.

The tourists will be called upon to respond to all damages that the organizer and/or the travel agency would be affected by the failure to comply with the above-mentioned obligations.

The consumer is obliged to supply the organizer with all documents, information and elements in his possession used in cases of third-party damage whereby the organizer is responsible for claims of subrogation. Furthermore, the consumer will communicate in writing to the organizer in the event of the reservation, the particular personal requests that can be specifically agreed upon to the conditions of the trip, always dependent on whether these are, in fact, possible to fulfill.

The tourist must always inform the Seller and the Organizer on his possible and particular requirements (pregnancy, food intolerances, disabilities, etc..) and to specify clearly his requirement of customized services. The tourist states and acknowledges that he undertakes full responsibility regarding the actions of the Travel Agency selected by himself in relation to the received information, at the delivery of documents and for the accurate and precise payment of the amount due to ExclusivItaly Srl for the tourist services he booked/purchased. If that amount due is not paid, ExclusivItaly Srl will be entitled to terminate the travel contract according to the law by means of sending a simple communication to the Travel Agency.

14. Hotel classifications

The official hotel classifications described in the offer or in other informative material are based on the express and formal indications of competent authorities in the country in which the service is provided. In absence of this acknowledged official classification by the competent public authorities of the member states of EU to which the service refers, the organizer reserves the right to offer a description in its catalogue or brochure of the building so as to offer some evaluation and approval on the part of the tourist.

15. Code of responsibility

The organizer is liable of the damages suffered by the tourist for reasons of total or partial non-fulfillment of contractual responsibilities, both if these damages are caused by it or by third service providers, unless it proves that the event occurred as a fault of the tourist (including the initiative independently taken by the latter in the course of the tourist services provision) or due to unforeseen and unpredictable circumstances regarding the service provision as stipulated in the contract, due to accidents of force majeure or circumstances that the organizer could not reasonably prevent or resolve, even using his or her professional expertise.

The travel agency who made the tourist-package booking does not respond in any case to the original obligations made by the trip organizer but is exclusively subject to the original obligations in its quality as intermediary and nevertheless, it is expected to act within the limits imposed by such responsibility, according to law.

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16. Limits of compensation

The compensation stipulated in articles 44, 45 and 47 of the Code of Tourism and related provisions of the law, are regulated by the laws provided herein and within the limits set by the International Conventions regulating the services representing the object of the tourist package and by the articles 1783 and 1784 of the Civil Code. 7 – Obligation of assistance

The organizer undertakes to provide the measures of assistance to the tourist according to the professional due diligence criterion exclusively in reference to the obligations for legal or contractual disposition.

The organizer and the travel agency are exonerated from the respective responsibility (articles 15 and 16 of these General Conditions), when the failed or incorrect execution of the contract can be attributed to the tourist or it is dependent upon an unforeseeable or inevitable character, or by unforeseen circumstances or force majeure.

17. Claims and complaints

Any failure to fulfill the contract must be contested by the tourist during the trip without delay, by means of a complaint, so that the organizer, his local agent or companion may check the accuracy of information filed by the tourist in his complaint.

Moreover, the tourist must make a complaint using the postal form that shows proof of receipt to the organizer, within and not exceeding ten working days from the date of return of the tourist from the location of departure, under penalty of the cancellation of the contract.

18. Alternate instruments of dispute settlements

The tourist is informed that specific dispute mediation or settlement clauses could be provided in the offer, documentation or on the Internet site of the Organizer according to art. 67 of the Code of Tourism.

19. Warranty Fund (art. 51 of the Code of Tourism)

The National Warranty Fund, instituted for the protection of the consumers who may possess a contract, has the following requirements in cases of bankruptcy or the travel agency's/organizer's declared bankruptcy:

1. a) refund of the paid price;
2. b) repatriation in instances of foreign trips. The fund must provide an immediate economic willingness in case of forced return by tourists from countries not within the European Union on occasion of emergency occasions attributed to the organizer.

The Fund's methods of intervention are set by means of the decree of the Ministers' Council Chairman on July 23, 1999, no. 349 and the reimbursement applications sent to the Fund are not subject to any forfeiture clause.

The organizer participates to the supply of that Fund within the extent set by the art. 51 of the Code of Tourism. The Warranty Fund of the organizer is AIAV – Il Salvagente n. 2018/1 – 1066.

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20. Tourist's representations

1. Client represents that neither he nor anyone traveling with him has any physical condition or disability that could create a hazard to himself or other members of the tour.
2. ExclusivItaly reserves the right to remove from the trip, at the sole expense of the tourist, anyone whose condition is such that he or she could create a hazard to himself or others, or otherwise impact the enjoyment of other passengers on the trip.

21. Arbitration agreement

1. Any claim arising out of or relating to these Terms and Conditions, to the Limits on ExclusivItaly's Responsibility clause, to the brochure, to any information relating in any way to the trip, to the trip itself or to any products or services related to the trip, shall be settled in the first instance by binding arbitration in the applicable legal forum.

Arbitration is the exclusive forum in the first instance for dispute resolution and except as otherwise provided by statute, each party shall bear its own costs and expenses and an equal share of the arbitrator and administrative fees.

22. Applicable law and forum

1. This agreement shall be construed, interpreted and enforced in accordance with, and shall be governed by the laws of Italy.
2. It is agreed between ExclusivItaly and the client that all lawsuits against ExclusivItaly arising under, in connection with, or incidental to the tour shall be filed, if at all, in the courts of Italy to the exclusion of the courts of or in any other country or jurisdiction.

Mandatory communication pursuant to article 17 of law n.38 / 2006: Italian law punishes with imprisonment crimes concerning prostitution and child pornography, even if committed abroad.