

1) PRECONDITION, DEFINITION OF "PACKAGE TRAVEL"

Given that:

a) the Legislative Decree no. 111 of 17.03.95 of implementation of the Directive 90/314/EC provides, for the consumer protection, that organiser and seller of package travel, to which the consumer addresses, must be in possession of the official authorisation for the performance of their activities, art. 3/1 (a) of D. Lgs. 111/95.

b) the consumer has the right to receive a copy of the package travel sale contract (in accordance with art. 6 of D. Lgs. 111/95), that is the necessary document for accessing the Guarantee Fund referred to in art.18 of these General Contract Conditions.

The definition of "package" (art. 34 D. Lgs. 79/2011) is the following:

"packages" refer to trips, holidays and "all-inclusive" package tours, resulting from the pre-arranged combination of at least two of

the following components, when sold or offered for sale at an inclusive price:

a) transport;

b) accommodation;

c) tourist services not ancillary to transport or accommodation [...]

for a significant proportion of the "package".

2) LEGISLATIVE SOURCES

Package travel sale contract is governed, in addition to these General Conditions, by the terms set out in the travel documents provided to the customer.

This contract, whether regarding services provided on domestic territory or abroad, is regulated by applicable statutory regulations.

3) MANDATORY INFORMATION TECHNICAL DATASHEET

1. Sassi Planet holds the authorisation nr 217/2015 of "Provincia di Matera".

2. To Italy is covered by the insurance policy no. 1/1812/319/153745536 with Unipol Insurance Company for the provision of third party liability referred to in art. 15 and 16 of the D. Lgs. 111/1995.

4) BOOKINGS

Booking request shall be made on writing, when applicable, also in electronic format. Bookings acceptance will be considered completed, resulting in the conclusion of the contract, only when the organiser sends confirmation, even by electronic system to the customer or to the seller travel agency. Claims concerning the package not contained in the contract documents, in the brochures, or in other means of written communication will be supplied by the organizer in a timely fashion before the start of travel.

5) PAYMENTS

At the time of booking, as advance payment, the 50% of package price shall be paid; the balance shall be paid at least 20 days before departure, or at the time of booking, if it is made during the 20 days before departure. Failure to pay the amounts above mentioned by the dates established, is considered a termination clause that can determine the legal termination of the contract.

6) CONSUMER'S RIGHT OF WITHDRAWAL

The consumer can withdraw from the contract, without paying any penalty, in the following cases:

- Increase in the price exceeding 20%.
- Significant modification of one or more contract items that can objectively be construed as essential to the enjoyment of holiday package considered as a whole and proposed by the organiser after the conclusion of the contract itself, but prior to departure and not accepted by the consumer. In the above mentioned cases, the consumer has alternatively the right to:
 - avail himself of an alternative package, without any extra charge, or with the refund of surplus, if the second package value is lower than first;
 - refund the only part of price already paid.

Repayment shall be carried out within thirty working days of receiving the request for refund. The consumer shall communicate his or her decision (to accept changes or to back out) within but not more than two working days from the moment he or she has received notice of the increase or change. In the absence of express notification within the above deadline, the proposal made by the organiser will be considered accepted.

the customer withdraws from the contract before departure, outside the cases listed in the previous paragraphs of this article, shall be charged as a penalty regardless of the deposit payment laid down in art. 5, paragraph 1, enrolment fees, insurance premiums, the following percentages of the total cost, calculated according to how many days before departure the cancellation is received (the day count does not include the withdrawal, which must be received within one working day):

- up to 30 days 10% for all travels and stays
- up to 20 days 25% for all travels and stays
- up to 11 days 50% for all travels and stays
- up to 3 days 75% for all travels and stays
- from 3 to 0 days 100% for all travels and stays

N.B. The corresponding amounts shall be paid by those who cannot make the trip, due to missing or irregularities in personal travel documents. In the case of organized groups such payments will be agreed from time to time at the signature of the contract; failing agreement, the amounts above specified will be charged.

7) CHANGES OR CANCELLATION OF PACKAGE BEFORE DEPARTURE

If, before the departure, the organiser notifies in writing his failure to provide one or more tour package services, by proposing an alternative solution, the consumer may exercise the right to reclaim the sums already paid or to accept the offer of an alternative tour package (pursuant to paragraphs 2 and 3 in above mentioned Article 6). The consumer may also exercise the above rights when the cancellation is due to a failure to reach the required minimum number of participants stated in the catalogue and in the program non included in the catalogue, or in the case of 'force majeure' and fortuitous events relating to the tour package purchased.

8) CHANGES BEFORE DEPARTURE

1. Any significant changes, by the Organiser, to the package or one of its elements are subjected to acceptance by the client, pursuant to art. 12 D. Lgs. 111/952. Changes required by the client when a booking has been already confirmed shall not oblige organiser if they cannot be satisfied. However, change request (even relating to the minimum of participants) implies automatic acceptance of the whole package tariff adjustment.

9) CHANGES AFTER DEPARTURE

If after the departure the organiser is unable to provide for any reason, excluding a personal problem of the customer, an essential part of the services provided for in the contract, he/she must provide alternative solutions, without any additional costs to the contracting party and if the services provided are of an inferior value than those contracted, reimbursement equal to the difference must be made. If it is not possible to find an alternative solution, or the alternative offered by the organizer has been refused for serious and justified reasons, the organiser shall provide, at no additional charge, transportation equal to that originally envisioned for return to the location of departure or to a different location eventually agreed upon compatibly with the availability of the given means of transport and available seating/space, and shall reimburse the difference in cost of the contracted services and that of the services performed up to the moment of early re-entry of the customer.

10) REPLACEMENTS

The withdrawing customer may be substituted by another person provided that: a) the organiser is informed in writing at least 4 working days before the set date of departure, simultaneously being informed of the transferee generalities;

b) The substitute satisfies all the conditions for use of the service (ex article 10 D. Lgs. 111/95) and, in particular, the prerequisites relative to passport, visa and health certificates;

c) The substitute refunds to the organizer all the extra charges made to proceed to the replacement, as it will be measured before the cession.

The sub-entering person must reimburse the organiser for all charges to proceed with the replacement, in the amount quantified prior to the cession. The transferring party and the transferee are responsible jointly and severally for the payment of the price balance as well as the amounts indicated in letter c) of this article. For certain services, a third party service-provider may not accept a change of participant, even if this is effected within the time period referred to in a) above. Therefore, the organiser shall not be responsible for any rejection of the modification by third party services providers. This non acceptance will be immediately communicated by the organiser to the interested parties before departure.

11) OBLIGATIONS OF PARTICIPANTS

The participants shall have to be equipped with personal passports or other documents valid for all the countries in the route with the tourist and transit visas, and with the health certificates which might possibly be required. They should also follow the rules of normal prudence and care and the specific rules in force in the countries of travel destination, all the information provided by the organiser, as well as regulations and administrative or legislative provisions relating to package. The participants will be responsible for all of the damages that the organiser would be affected by their failure to adhere to the above obligations. The consumer is required to provide the organiser with all documents, information and anything else needed in order to exercise the right of subrogation against third parties responsible for any damage and he is responsible to the organiser for any injury caused to the right of subrogation. The consumer shall also communicate in writing to the organiser, at the time of booking, any personal requests that may be subject of specific agreements on the travel arrangements, if it is possible to meet them.

12) HOTEL CLASSIFICATION

The official classification of hotel structures is given in the catalogue or in other information material, just in case it will be explicitly and formally pointed out by the competent authorities of the country in which the service is supplied. In absence of official classifications recognized by the

competent Public Authorities of the countries which are also members of the EU, to which the service refers, the organiser reserves the right to supply, in catalogue or leaflet, a description of hotel facility, that allows an evaluation of the receptive structure and the following acceptance of that facility by the consumer.

13) LIABILITY SYSTEM

The organizer is liable for damages to the consumer resulting from total or partial performance of the contract, whether they are performed by himself or by third party service providers, unless he proves that the event is caused by the consumer (included initiatives autonomously taken from the consumer during the tourist services) or by situations out of the supply of the arranged service in the contract, by an accidental case, by circumstances beyond the control, or that the organizer couldn't imagine or solve. The seller who has made the tourist-package booking does not respond in any case to the original obligations made by the trip's organizer, but he is exclusively subject to the original obligations in his or her quality as intermediary and nevertheless is expected to act responsibly as a matter of law or above-mentioned agreements.

14) COMPENSATION LIMITS

Compensation due to organiser for person damages shall not be higher than the compensation indemnities described by international conventions, with reference to the performances whose non-fulfilment has caused liability.

15) OBLIGATION OF ASSISTANCE

The organiser is obliged to provide means of assistance to the consumer, according to his professional duty of care, only in respect of obligations as required by law or the contract. The organiser and the seller are released from their respective responsibilities (Articles 13 and 14), whenever the unsuccessful or wrong execution of the contract depends on the customer or on inevitable and unforeseeable third-party event, or it has been caused by fortuitous or force-majeure event.

16) CLAIMS AND COMPLAINTS

Any failure to fulfill the contract must be contested by the consumer without delay, so that the organiser, his/her local representative or guide can resolve the issue in good time. The customer can make a complaint by sending a registered letter, with receipt note, to organiser or to the seller, within 10 working days from the date of the return to the place of the departure.

17) CANCELLATION AND REPATRIATION COSTS INSURANCE

It is possible, and advisable, at the moment of booking at the organiser or seller to take out a special insurance policy to cover expenses deriving from the cancellation of the package, accidents and luggage. It shall also be possible an insurance policy to cover the costs of assistance, including repatriation in the event of accident or illness.

18) GUARANTEE FUND

The Directorate-General for Tourism of Ministry of Productive Activities has instituted the National Guarantee Fund, which the consumer can use (pursuant to Art. 21 D.Lgs.111/95) in the event of the insolvency or declared bankruptcy of organiser or seller for the protection of following demands:

a) refund of the deposit price;

b) repatriation in instances of foreign trips.

The fund must also provide immediate economic resources in case of forced reentry of tourists from non-European Countries during emergencies whether they are imputable to the organiser's behaviour or not.

The interventions of the Fund are established by decree of the President of the Council of Ministers of 23/07/99, no. 349 in G.U. no. 249 of 12/10/1999.

19) DISPUTES

In the event of disputes regarding the interpretation or the application of or in connection with the contract, the competent court is in Matera.