



VIAGGI DELL'ELEFANTE

T O U R O P E R A T O R

General Terms and Conditions

TRAVELLER DECLARATION & PRECONTRACTUAL INFORMATION

THE TRAVELLER DECLARES:

- to have been given a copy and to have examined the catalogue, namely the non-standard itinerary or customised trip, in relation to the package covered by this offer;
- to be familiar with and expressly accept the general conditions, the information sheet and the fees indicated in the catalogue, brochure, leaflet, website of the organiser, non-standard itinerary or customised trip, unless already specified in the pre-contractual information provided pursuant to Art. 34, paragraph 1, of the Italian Tourism Code;
- to acknowledge that the contract will be considered concluded as a result of the acceptance by the Provider of this offer, also notified through the travel agency that acts as a broker for the sale of the package, pursuant to Art. 33, paragraph 1, sub-section I, of the Italian Tourism Code;
- to have received in writing the pre-contractual information referred to in Art. 34, paragraph 1 of the Italian Tourism Code, herein intended to be fully referenced and transcribed, unless expressly waived by different provisions contained in this document (Art. 35, paragraphs 1 and 2, Tur Code):

Pre-Contractual Information

pursuant to Article 34 of the Italian Tourism Code – Legislative Decree 79/2011 (Annex A – Part I of Legislative Decree 62/2018)

The combination of travel services that is offered is a package in accordance with the EU Directive 2015/2302, implemented in Italy by Legislative Decree 21.5.2018, n. 62, which amended Articles 32-50 of Legislative Decree 79/2011 (Italian Tourism Code). Therefore, you will benefit from all EU rights that apply to package holidays.

The Trip Organiser and Seller of the package (as specified in Art. 32, paragraph 1, sub-section i of the Italian Tourism Code) is Agency Viaggi dell'Elefante srl with registered office in Via D'Ascanio 8 – 00186 Rome – Italy and is fully responsible, pursuant to Art. 42 of the Italian Tourism Code, for the correct performance of the package as a whole.

Administrative Authorisation no. **Protocollo n. GR 325904 (Regione Lazio)** issued on **21/06/2016** in conformity with that which is provided by the law. VAT **00969121003** – inscription at the local registry at the **CCIAA n. RM – 389355 (Numero REA)**

Insurance Policy RC for Third Party Liability n. **4413048** drawn up with **EUROPE ASSISTANCE** in conformity with the provisions of the law. In addition, as required by law, the above-mentioned Organiser and Seller are insured to refund your payments and, if carriage is included in the package, to guarantee your repatriation in case they become insolvent. The insurance against the Organizer's default or bankruptcy is provided by **FONDO DI GARANZIA "IL SALVAGENTE" – Associato A.I.A.V. (Associazione Italiana Agenti di Viaggio)** – Specialty Liability for Travel Agencies Policy n. **2024/1-0952**

For more information on the fundamental rights of travellers purchasing package holidays (as specified in Art. 32, paragraph 1, sub-section g of the Italian Tourism Code), please refer to the legislation enacted pursuant to EU Directive 2015/2302 and Legislative Decree 21.5.2018, no. 62 at the following link <http://www.gazzettaufficiale.it/eli/id/2018/06/06/18G00086/sq>

Fundamental rights under EU Directive 2015/2302

1. Travellers will receive all the essential information about the package before the conclusion of the package travel contract.

VIAGGI DELL'ELEFANTE S.R.L.

Via d'Ascanio 8 – 00186 Roma - Tel. 0660513000
info@viaggidellelefante.it - www.viaggidellelefante.it



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2. *There shall always be at least one professional responsible for the correct execution of all travel services included in the contract.*
3. *Travellers are provided with an emergency telephone number or the details of a contact point through which they can reach the organiser or travel agent.*
4. *Travellers may transfer the package to another person, upon reasonable notice and possibly against payment of additional costs.*
5. *The price of the package can only be increased if the specific costs (e.g. fuel prices) increase and if expressly provided for in the contract and, in any case, no later than 20 days before the start of the package. If the price increase is more than 8% of the package price, the traveller may terminate the contract. If the organiser reserves the right to increase the price, the traveller is entitled to a price reduction if there is a reduction in the relevant costs.*
6. *Travellers can terminate the contract without paying cancellation fees and obtain a full refund if any of the essential components of the package, other than the price, has changed substantially. If, before the start of the package, the professional responsible for the package cancels the package, travellers have the option of obtaining a refund and, where appropriate, compensation.*
7. *Travellers may, in exceptional circumstances, terminate the contract without having to pay cancellation fees before the start of the package, for example if there are serious security concerns at the place of destination which may affect the package. In addition, travellers may at any time, before the start of the package, terminate the contract against payment of standard penalty fees as set out in the booking conditions.*
8. *If, after the start of the package, important components of the package cannot be provided as agreed, suitable alternative solutions must be offered to the traveller at no extra cost. Travellers can terminate the contract, without incurring cancellation fees, if the services are not provided as agreed and this significantly affects the performance of the package and the organiser has failed to resolve the issue.*
9. *Travellers are also entitled to a price reduction and/or compensation for damages in the event of failure or inadequate provision of travel services.*
10. *The organiser is required to provide assistance in the event that the traveller experiences any difficulties.*
11. *If the organiser or, in some Member States, the seller becomes insolvent, a refund will be issued. If the organiser or, where applicable, the seller becomes insolvent after the start of the package and if carriage is included in the package, the repatriation of passengers is guaranteed.*
12. *The traveller is hereby advised that he/she may take out appropriate insurance to cover any penalty charges arising from the traveller's cancellation or the cost of assistance and repatriation in the event of accident, illness or death. The Organiser may stipulate such coverage as compulsory for their package deals.*

GENERAL TERMS AND CONDITIONS OF THE PACKAGE TRAVEL CONTRACT

CONTENT OF THE PACKAGE TRAVEL CONTRACT

In addition to the following general terms and conditions, the travel contract also includes the description of the package holiday contained in the catalogue, website or other information material provided by the Business Partner or in the separate travel itinerary, as well as, if subsequent to the signing of this agreement, the booking confirmation of the services requested by the traveller together with the documents referred to in Art. 36, paragraph 8 of the Italian Tourism Code. By signing the proposal to buy or sell a package holiday, the Traveller expressly declares that he/she has understood and accepted, for

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himself/herself and for the persons for whom he/she requests the all-inclusive service, both the package travel contract as governed by it and the provisions contained therein, as well as these general terms and conditions:

1) REGULATORY SOURCES

The sale of package holidays, which have as their object services to be provided both nationally and internationally, is governed by Articles 32-51 novies of Legislative Decree no. 79 of 23 May 2011 (the "Tourism Code", hereinafter TC), as currently amended by Legislative Decree no. 62 of 06.06.2018 implementing EU Directive no. 2015/2302. The TC has repealed the previous regulations contained in Law no. 1084 of 27/12/1977 ratifying and implementing the International Convention on package travel contracts (CCV), signed in Brussels on 23.4.1970, which, however, remains in force for non-EU signatory countries or, in any case, contracting parties to the CCV, to which Community regulations are not applicable; as well as the provisions of the Civil Code on transport, service contracts and mandates, where applicable, and the Italian Navigation Code (Royal Decree no. 327 of 30.03.1942).

2) GOVERNING SYSTEM

The Organiser and Seller of the package holiday, from whom the Traveller obtains the services, must be authorised to provide the services in accordance with current legislation, including regional legislation, according to their specific competence. The Organiser and Seller shall inform the third parties, before the conclusion of the contract, of the details of the insurance policy covering the risks arising from public liability, as well as the details of the insurance policy against the risks of the Organiser and Seller's default or bankruptcy, for reasons related to their specific function, for the refund of monies paid or the traveller's return trip to the place of departure. Pursuant to Art. 18, paragraph 6, of the "Gazzetta Ufficiale" (the official journal of record of the Italian government), the use of the words "travel agency", "tourism agency", "tour operator", "travel broker" or other words and phrases, even in a foreign language, of a similar nature, is permitted only to authorised companies as specified in the first paragraph.

3) DEFINITIONS (Art. 33 TC)

For the purposes of this contract, the following definitions shall apply

Traveller: anyone who intends to conclude or enter into a contract or is authorised to travel under a package travel contract;

Professional: any natural or legal person, public or private, who, in the context of his commercial, industrial, artisan or professional activity, acts, in package travel contracts, including through another person acting in his/her name or on his/her behalf, as an organiser, seller, professional who facilitates related tourism services or as a provider of tourism services, pursuant to applicable law;

Organiser – Seller: the professional who arranges packages and sells them or offers them for sale directly or through or together with another professional.

4) DEFINITION OF PACKAGE HOLIDAY (Art. 33, paragraph 1, no. 4, (c) TC)

A package holiday is defined as "a combination of at least two different types of travel services for the purpose of the same journey or holiday, if at least one of the following conditions is met:

1. these services are combined by a single professional, including at the request of the traveller or in accordance with his or her selection, before a single contract is concluded for all the services;
2. such services, even if concluded under separate contracts with individual travel service providers, are:

2.1) purchased from a single point of sale and selected before the traveller consents to payment;



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- 2.2) offered, sold or invoiced at a flat-rate or global price;
- 2.3) advertised or sold under the name "package" or similar name;
- 2.4) combined after the conclusion of a contract whereby the trader allows the traveller to choose between a selection of different types of travel services, or purchased from separate professionals through linked computerised reservation processes where the name of the traveller, payment details and e-mail address are transmitted by the trader with whom the first contract is concluded to one or more professionals and the contract with the latter or these professionals is concluded at the latest 24 hours after confirmation of the booking of the first travel service.

5) PRECONTRACTUAL TRAVEL INFORMATION (Art. 34 TC)

1. Before the conclusion of the package holiday contract or a corresponding offer, the Organiser/Seller shall provide the Traveller with the relevant standard information form as set out in Annex A, Part I or Part II of the TC, as well as the following information:

(a) the main characteristics of travel services, such as:

1) the destination(s) of the journey, the itinerary and periods of stay with dates and, if accommodation is included, the number of nights included;

2) means, characteristics and categories of transport, places, dates and times of departure and return, duration and location of intermediate stops and connections; if the exact time has not yet been set, the organiser and, where appropriate, the seller shall inform the passenger of the approximate time of departure and return;

3) whether the journey or holiday is suitable for persons with reduced mobility and, at the request of the traveller, precise information on the suitability of the journey or holiday which takes the traveller's needs into account;

(b) the business name and geographical address of the organiser and, where applicable, of the seller, their telephone numbers and e-mail addresses;

(c) the total price of the package including taxes and all additional duties, taxes and other costs, including any administrative and handling fees, or, where these cannot reasonably be calculated before the conclusion of the contract, an indication of the type of additional costs the traveller may still have to bear;

(d) the method of payment, including, where applicable, the amount or percentage of the price to be paid as an advance and the timetable for payment of the balance, or the financial guarantees to be paid or provided by the passenger;

(e) the minimum number of persons required for the package and the time limit referred to in Article 41(5)(a) before the start of the package for any termination of the contract in the event of failure to reach that number;

(f) general information concerning passport and visa requirements, including approximate time limits for obtaining visas and health formalities in the country of destination;

(g) information on the traveller's right to withdraw from the contract at any time before the start of the package subject to payment of appropriate cancellation fees, or, where applicable, the standard cancellation fees required by the organiser pursuant to Article 41(1);

(h) information on the optional or compulsory purchase of insurance to cover the costs of unilateral withdrawal from the contract by the traveller or assistance costs, including repatriation, in the event of accident, illness or death;

(i) the terms of the insurance policy as specified in Article 47(1), (2) and (3).

2. For package holiday contracts referred to in Article 33(1)(d), concluded by telephone, the organiser or professional shall provide the traveller with the standard information referred to in Annex A, Part II, to this Decree and the information referred to in paragraph 1.

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6) CONCLUSION OF THE PACKAGE TRAVEL CONTRACT (Art. 36 CT)

The proposal to buy or sell a package holiday must be drawn up on the appropriate contractual form, if necessary electronically or, in any case, on a durable medium, completed in its entirety and signed by the customer, who will receive a copy. The acceptance of the proposal to buy and sell the package holiday is considered finalised, with the subsequent conclusion of the contract, only when the organiser sends confirmation, including by electronic means, to the Traveller. The information regarding the package holiday not contained in the contractual documents, brochures or other means of written communication, will be provided by the organiser, in the normal fulfilment of his/her obligations under Art. 36, paragraph 8, TC, before the start of the trip.

Particular requests regarding the methods of provision and execution of certain services included in the package holiday, such as the need to help people with reduced mobility at the airport, the request for special meals on board or at the resort, must be made at the time of booking and be the subject of a specific agreement between the Traveller and the Organiser.

In the case of contracts negotiated away from business premises, the Traveller has the right to withdraw from the package holiday contract within a period of five days from the date of conclusion of the contract or from the date on which he receives the terms and conditions of the contract and the preliminary information, whichever is later, without penalty and without giving any reason. In the case of offers with significantly lower fares than the current offers, the right of withdrawal is excluded. In the latter case, the organiser shall document the change in price by adequately highlighting the exclusion of the right of withdrawal (Art. 41, paragraph 7, TC).

7) PAYMENTS

At the time of signing the purchase proposal for the package holiday, the following must be paid:

- 1. the registration or administration fee if applicable (see Art.8);*
- 2. the advance on the price of the package holiday as shown in the catalogue or in the quotation of the package holiday provided by the Organiser. This amount shall be paid as a deposit and advance payment.*

During the term of validity of the purchase proposal and therefore before any booking confirmation that constitutes, pursuant to Art. 1326 of the Italian Civil Code, the conclusion of the contract, the effects of Article 1385 of the Italian Civil Code are not produced if the withdrawal is due to circumstances beyond the control of the parties.

The balance must be paid within the period specified by the Organiser in his/her catalogue or in the booking confirmation of the chosen package holiday or, ultimately, within the term specified in the contract. The balance of the price shall be considered to have been paid when the sums are received by the Organiser directly from the Traveller.

For bookings made after the deadline for payment of the balance, the full amount must be paid at the time of signing the purchase proposal.

Failure to pay the above amounts on the agreed dates constitutes an express termination clause pursuant to Art. 1456 of the Italian Civil Code, such as to determine the right to terminate the contract by simple written communication, by fax or e-mail, or at the Traveller's domicile, including electronic domicile, where communicated.

8) PRICE (Art. 39 TC)

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The price of the package holiday is specified in the contract, based on information provided in the catalogue or customised itinerary and any subsequent updates to the catalogue or customised itinerary, or on the website of the Organiser.

1. *After the conclusion of the package holiday contract, prices may be increased only if the contract expressly provides and specifies that the traveller is entitled to a reduction in price, as well as the methods used to calculate the price revision. In this case, the traveller is entitled to a price reduction corresponding to the reduction in costs referred to in paragraph 2, letters a), b) and c), which occurs after the conclusion of the contract and before the start of the package.*
2. *Price increases shall only be possible as a result of changes in:*
 - (a) *the price of passenger transport in relation to the cost of fuel or other energy sources;*
 - (b) *the level of taxes or charges on travel services included in the contract imposed by third parties not directly involved in the performance of the package, including landing, disembarkation and embarkation taxes in ports and airports;*
 - (c) *the exchange rates relevant to the package.*
3. *If the price increase referred to in this Article exceeds 8 per cent of the total price of the package, Article 40 (2), (3), (4) and (5) shall apply.*
4. *A price increase, irrespective of its extent, shall be possible only after the organiser has clearly and precisely notified the passenger in a durable medium, together with the justification for the price increase and the method of calculation, at least 20 days before the start of the package.*
5. *In the event of a reduction in the price, the Organiser shall have the right to deduct actual administration and processing expenses from the refund owed to the traveller and shall provide proof of such expenses at the request of the traveller.*

9) AMENDMENT OR CANCELLATION OF THE PACKAGE HOLIDAY BEFORE DEPARTURE (Art. 40 TC)

1. *Before the start of the package, the organiser may not unilaterally change the terms of the contract other than the price pursuant to Article 39, unless he/she has reserved this right in the contract and the change is of minor importance. The organiser shall notify the change to the traveller clearly and precisely in a durable medium.*
2. *If, before the start of the package, the organiser is forced to significantly change one or more of the main characteristics of the travel services referred to in Article 34(1)(a), or cannot meet the specific requirements referred to in Article 36(5)(a), or if he/she proposes to increase the price of the package by more than 8 per cent pursuant to Article 39(3), the traveller may, within a reasonable period specified by the organiser, accept the proposed change or terminate the contract without having to pay any cancellation fees. In the event of cancellation, the organiser may offer the traveller a replacement package of equivalent or higher quality.*
3. *The organiser shall notify the traveller clearly and precisely in a durable medium without undue delay of:*
 - (a) *the proposed changes referred to in paragraph 2 and their effect on the price of the package in accordance with paragraph 4;*
 - (b) *a reasonable period within which the traveller is required to notify the organiser of his decision pursuant to paragraph 2;*
 - (c) *the consequences of the failure of the traveller to reply within the period specified in subsection (b) and of any replacement package offered and its price.*
4. *If the changes to the package travel contract or the replacement package referred to in paragraph 2 result in a package of a lower quality or cost, the traveller is entitled to an appropriate reduction in the price.*

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5. *In the event of termination of the package travel contract pursuant to paragraph 2, if the traveller does not accept a replacement package, the organiser shall refund without undue delay and in any event within fourteen days of such termination, all payments made by or on behalf of the traveller and the provisions of Article 43 (2), (3), (4), (5), (6), (7) and (8) shall apply.*

10) TERMINATION BY THE TRAVELLER (Art. 41 TC)

1. *The traveller may terminate the package travel contract at any time before the start of the package, upon reimbursement to the organiser of the costs incurred, reasonable and justifiable, for which the latter shall provide justification to the traveller at his/her request.*
2. *The package travel contract may provide for reasonable standard cancellation fees, calculated based on the date of termination of the contract and the anticipated cost savings and revenue generated by the reallocation of travel services.*
3. *If no standard cancellation fees have been specified, the amount of such fees shall be calculated as the price of the package less the cost savings and revenues resulting from the reallocation of travel services.*
4. *In the event of unavoidable and extraordinary circumstances occurring at the place of destination, or in its immediate vicinity, which have a substantial impact on the performance of the package, the traveller has the right to terminate the contract, before the start of the package, without incurring cancellation fees. In the event of termination of the package travel contract under this paragraph, the traveller shall be entitled to a full refund of any payments made for the package, but shall not be entitled to additional compensation.*
5. *The organiser may terminate the package travel contract and offer the traveller a full refund of the payments made for the package, but is not liable to pay additional compensation if:*
 - a) *the number of people registered in the package is lower than the minimum specified in the contract and the organiser notifies the traveller of the termination of the contract within the period specified in the contract and in any case no later than twenty days before the start of the package in the case of trips lasting more than six days, seven days before the start of the package in the case of trips lasting between two and six days, forty-eight hours before the start of the package in the case of trips lasting less than two days;*
 - b) *the organiser is prevented from performing the contract due to unavoidable and extraordinary circumstances and notifies the traveller of the termination of the contract without undue delay before the start of the package.*
6. *The organiser shall issue all refunds pursuant to paragraphs 4 and 5 or, where paragraphs 1, 2 and 3 apply, shall reimburse any payment made by or on behalf of the traveller for the package after the appropriate fees have been deducted, without undue delay and in any event no later than fourteen days from the date of termination. Where the provisions of paragraphs 4 and 5 apply, any functionally related contracts with third parties shall become void.*

11) CHANGES AND TRANSFER OF THE PACKAGE HOLIDAY TO ANOTHER TRAVELLER (Art. 38 TC)

1. *The traveller may, after giving prior notice to the organiser on a durable medium no later than seven days before the start of the package, transfer the package contract to a person who meets all the conditions for use of the service.*
2. *The transferor and the transferee of the package travel contract shall be jointly and severally liable for the payment of the balance due and any fees, taxes and other additional costs, including any administration and processing fees, resulting from such transfer.*



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3. *The organiser shall inform the transferor of the actual costs of the transfer, which shall not be unreasonable and shall not exceed the actual costs incurred by the organiser as a result of the transfer of the package travel contract, and shall provide the transferor with evidence of the rights, taxes or other additional costs resulting from the transfer of the contract.*
4. *In any event, the Traveller who requests the change of a component of an already confirmed booking, as long as the request does not constitute a novation of contract and as long as it is possible to implement it, will pay the Organiser, in addition to the costs resulting from the change itself, a fixed flat-rate cost.*
5. *Notwithstanding that, pursuant to Art. 944 of the Italian Navigation Code, the right to carriage may not be transferred without the consent of the carrier, if the ticket bears the name of the passenger or, in the absence of such information, the passenger has commenced his/her journey.*

12) TRAVELLERS' OBLIGATIONS

1. *During the negotiations and, in any event, before the conclusion of the contract, Italian citizens are provided in writing with updated general information relating to health requirements and the documents they need to travel abroad.*
2. *For the regulations pertaining to minors travelling abroad, the parties shall consult the website of the "Polizia di Stato" (Italian National Police Force). It should be noted, however, that minors must have their own ID document valid for travel abroad or passport, or for EU countries, an identity card valid for travel abroad. In the event of minors under the age of 14 travelling abroad or of minors for whom an authorisation issued by the Legal Authority is required, the provisions specified on the website of the Italian National Police Force <http://www.poliziadistato.it/articolo/191/> shall be followed.*
3. *Foreign citizens shall find the corresponding information through their diplomatic representations in Italy and/or through the relevant official government information channels. In any event, travellers shall, prior to departure, consult the competent authorities to ensure that the information is up to date (Italian citizens shall contact their local police station or the Ministry of Foreign Affairs at www.viaggiaresecuri.it or call the Police Control Room on 06.491115) and comply with it. Foreign citizens shall find the corresponding information through their diplomatic representations in Italy and/or through the relevant official government information channels. In any event, travellers shall, prior to departure, consult the competent authorities to ensure that the information is up to date (Italian citizens shall contact their local police station or the Ministry of Foreign Affairs at www.viaggiaresecuri.it or call the Police Control Room on 06.491115) and comply with it before travel. Non-compliance with this condition shall not give rise to any liability on the part of the broker or the organiser for the failure of one or more travellers to depart.*
4. *Travellers must in any event inform the broker and the organiser of their citizenship at the time of booking the package holiday or travel service and, at the time of departure they shall definitely ensure that they have the certificates of vaccination, their own individual passport and any other document valid for all countries included in the itinerary, as well as tourist and transit visas and health certificates that may be required.*
5. *In addition, in order to assess the social, political and health security situation and any other useful information relating to the destination countries and, therefore, the actual usability of the services purchased or to be purchased, the traveller shall be responsible for obtaining the official general information from the Ministry of Foreign Affairs of your Country.*

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The above information is not included in any T.O. catalogues – whether online or on paper – as they contain general descriptive information as specified in the information leaflet and not information that is subject to change over time.

The aforesaid information shall therefore be obtained by the Travellers.

Travellers shall also exercise due care and diligence and comply with the specific regulations in force in the countries of destination of the trip, with all the instructions given to them by the organiser, as well as with the regulations and administrative or legislative provisions relating to the package holiday. Travellers shall be liable for all damages that the organiser and/or the broker may incur also as a result of failure to comply with the above obligations, including the expenses incurred for their repatriation.

- 6. The organiser or seller who has granted compensation or a price reduction, paid compensation for damage or has been required to comply with other legal obligations, has a right of recourse against those who were responsible for the occurrence of the circumstances or event giving rise to the compensation, price reduction, compensation for damage or other obligations in question, as well as against those who are required to provide assistance and accommodation services under other provisions, in the event that the traveller is unable to return to the place of departure. The organiser or seller who has reimbursed the traveller is subrogated, to the extent of the compensation paid, to all of the latter's rights and actions against the liable third parties; the traveller provides the organiser or seller with all documents, information and evidence in his or her possession that are useful for the exercise of the right of subrogation (Art. 51 quinquies TC).*
- 7. The traveller will also inform the organiser in writing, at the time of the package holiday purchase proposal and therefore before the organiser confirms the booking of the travel services, of any particular personal requests that may be the subject of specific agreements on the terms of the trip, provided that their implementation is feasible.*

13) THE ORGANISER'S OBLIGATIONS (Art. 42 TC)

- 1. The Organiser is responsible for the performance of the travel services provided for in the package travel contract, regardless of whether such travel services are to be provided by the organiser himself, by his or her staff or agents when acting in the exercise of their functions, by third parties whose work he or she uses or by other providers of travel services, pursuant to Article 1228 of the Italian Civil Code.*
- 2. The traveller, pursuant to Articles 1175 and 1375 of the Italian Civil Code, shall inform the Organiser, directly or through the seller, promptly, in view of the prevailing circumstances, of any instances of non-compliance found during the performance of a travel service under the package travel contract.*
- 3. If one of the travel services is not performed as specified in the package travel contract, the Organiser shall rectify the non-compliance, unless this proves impracticable or excessively costly, in view of the seriousness of the non-compliance and the value of the travel services affected by the non-compliance. If the Organiser does not remedy the breach, Article 43 shall apply.*
- 4. Subject to the exceptions in paragraph 3, if the Organiser fails to remedy the non-compliance within a reasonable time period set by the Traveller in relation to the duration and characteristics of the package, through the dispute made pursuant to paragraph 2, the Traveller may remedy the non-compliance himself and claim reimbursement of the necessary, reasonable and documented expenses; if the Organiser refuses to remedy the non-compliance or if it is necessary to remedy it immediately, the Traveller need not specify a time limit.*
- 5. If any non-compliance, pursuant to Article 1455 of the Italian Civil Code, substantially affects the performance of the travel services included in a package and the Organiser has failed to remedy the*

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non-compliance within a reasonable period of time set by the traveller in relation to the duration and characteristics of the package, the traveller may, at no extra cost, with immediate effect legally terminate the package travel contract or, where appropriate, request a reduction in the price pursuant to Article 43, without prejudice to any compensation for damages. In the event of termination of the contract, if the package included the carriage of passengers, the Organiser shall also pay for the repatriation of the passenger with equivalent means of transport without undue delay and at no additional cost to the passenger.

6. *In the event that the traveller's repatriation cannot be arranged, the Organiser shall bear the costs of the necessary accommodation, where possible of an equivalent category to that specified in the contract, for a period not exceeding three nights for each traveller or for any longer period provided for by European Union legislation on passenger rights, applicable to the relevant means of transport.*
7. *The cost limitation referred to in paragraph 6 shall not apply to persons with reduced mobility, as defined in Article 2(1)(a) of Regulation (EC) No. 1107/2006, and their accompanying persons, pregnant women, unaccompanied minors and persons in need of specific medical assistance, provided that the Organiser has been notified of their particular needs at least 48 hours before the start of the package. The Organiser may not invoke unavoidable and extraordinary circumstances to limit his or her liability under this paragraph if the transport service provider cannot claim the same circumstances under the applicable European Union legislation.*
8. *If, as a result of circumstances beyond the control of the Organiser, it is impossible to provide a substantial part, in terms of value or quality, of the combination of travel services agreed upon in the package travel contract during the course of its performance, the Organiser shall offer, at no extra cost to the traveller, suitable alternative solutions of a quality, where possible equivalent to or higher than those specified in the contract, so that the performance of the package can continue, including the possibility that the traveller's return to the place of departure is not provided as agreed. If the proposed alternative solutions involve a package of inferior quality to that specified in the package travel contract, the Organiser shall grant the traveller an appropriate price reduction.*
9. *The traveller may only reject the proposed alternative solutions if they are not equivalent to those specified in the package travel contract or if the price reduction granted is inadequate.*
10. *If it is impracticable to provide alternative solutions or if the traveller rejects the proposed alternative solutions provided for in paragraph 8, the traveller shall be entitled to a price reduction. In the event of non-compliance with the obligation to make an offer referred to in paragraph 8, paragraph 5 shall apply.*
11. *Where, due to circumstances beyond the control of the Organiser, it is impracticable to ensure the repatriation of the traveller as provided for in the package travel contract, paragraphs 6 and 7 shall apply.*

14) OBLIGATIONS OF THE ORGANISER SELLING THE PACKAGE (Art. 50 – 51 quater TC)

1. *The Organiser-Seller is responsible for the execution of the instructions given to him by the traveller, regardless of whether the service is provided by the Organiser-Seller himself/herself, by his/her appointed staff or persons in charge when acting in the exercise of their functions or by third parties whose work he/she makes use of, and the fulfilment of his/her obligations shall be assessed in the light of the due diligence required for the exercise of the relevant business activity.*
2. *The Organiser-Seller is liable for errors due to technical faults in the booking system for which he/she is liable and, if he/she has agreed to organise the booking of a package, for errors made during the booking process.*

VIAGGI DELL'ELEFANTE S.R.L.

Via d'Ascanio 8 – 00186 Roma - Tel. 0660513000

info@viaggidellelefante.it - www.viaggidellelefante.it



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3. *The Organiser-Seller is not liable for booking errors caused by the traveller or due to circumstances beyond his/her control.*
4. *The Traveller's right to compensation for damages arising from the Organiser-Seller's liability shall lapse within two years from the date of the Traveller's return to the place of departure.*

15) COMPENSATION LIMITS (Art. 43, paragraph 5)

The package travel contract may provide for a limitation of the compensation payable by the organiser, except for personal injury or damage caused intentionally or through fault, provided that this limitation is not less than three times the total price of the package.

The right to compensation for personal injury is statute-barred within three years from the date of the return of the traveller to the place of departure or within the longest period of time allowed for personal injury compensation by the provisions governing the services included in the package.

16) POSSIBILITY TO CONTACT THE ORGANISER THROUGH A LOCAL REPRESENTATIVE

For any messages, requests or complaints relating to the performance of the package, the Traveller may contact a Local Representative of the Business Partner of the Organiser-Seller or appointed by the Service Provider of the package.

17) OBLIGATION TO PROVIDE ASSISTANCE (Art. 45 TC)

1. *The organiser shall provide appropriate assistance without delay to the traveller who is in difficulties, even in the circumstances referred to in Article 42(7), in particular by providing appropriate information concerning health services, local authorities and consular assistance, and by assisting the traveller in making distance communications and helping him or her find alternative travel services.*
2. *The organiser may charge a reasonable fee for such assistance in the event that the problem is caused intentionally by the traveller or through the traveller's negligence. That fee shall not in any event exceed the actual costs incurred by the organiser.*

18) INSURANCE AGAINST CANCELLATION AND REPATRIATION COSTS (Art. 47, PARAGRAPH 10 TC)

If not specifically included in the price, it is possible and advisable to take out, at the time of booking, special insurance policies against the costs of cancellation of the package, accidents and illnesses that also cover the costs of repatriation and loss of and damage to luggage. The rights arising from the insurance contracts must be exercised by the traveller directly against the insurance companies providing the insurance, under the conditions and in the manner provided for in the policies themselves, as set out in the policy conditions published in the catalogues or in the brochures provided to the Travellers at the time of departure.

19) ALTERNATIVE DISPUTE RESOLUTION PROCEDURES (Art. 36, PARAGRAPH 5, point g) TC)

The organiser may propose to the traveller – in the catalogue, on the documentation, on his own website or in other forms – alternative dispute resolution (ADR – Alternative Dispute Resolution), pursuant to Legislative Decree 206/2005. In this case, the organiser shall specify the type of alternative resolution proposed and the implications of such acceptance.

20) TRAVELLER PROTECTION (Art. 47 TC)

1. *The Organiser-Seller based in Italy is covered by a public liability insurance policy provided to the traveller for the compensation of damages resulting from the breach of contractual obligations.*
2. *The contracts for the arrangement of a package holiday are covered by insurance policies or bank guarantees that, for travel abroad and travel within a single country, including travel within Italy, in the event of insolvency or bankruptcy of the organiser or seller, shall grant, without delay at the*



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request of the traveller, the refund of the price paid for the purchase of the package and the immediate repatriation of the traveller if the package includes the carriage of the traveller, as well as, if necessary, the payment of board and lodging before repatriation. The insurance policy referred to in paragraph 2 shall be effective, commensurate with the turnover and cover reasonably anticipated costs, the payments made by or on behalf of travellers in relation to packages, taking into account the time elapsing between the advance payments and the final balance and the completion of the packages, as well as the estimated cost of repatriation in the event of insolvency or bankruptcy of the organiser or the seller.

3. *Travellers shall benefit from the insolvency or bankruptcy protection of the organiser or the seller irrespective of their place of residence, the place of departure or the place of sale of the package and irrespective of the Member State in which the entity responsible for providing insolvency or bankruptcy protection is established.*
4. *In the cases referred to in paragraph 2, as an alternative to the refund of the price or an immediate repatriation, the passenger may be offered the continuation of the package in the manner provided for in Articles 40 and 42.*

21) OPERATIONAL CHANGES

Please note that the schedules and routes of the flights indicated in the acceptance of the purchase proposal for services may be subject to change as they are subject to further approval. To this end, the traveller shall request confirmation of the services from his or her Travel Agency/Organiser before departure. The Organiser shall inform passengers of the name of the operating carrier within the terms and conditions set out in Art. 11 of EC Reg. 2111/2005.

22) INFORMATION PURSUANT TO ART. 13 OF THE ITALIAN LEGISLATIVE DECREE. 196/2003 AND ART. 13 OF THE EU REGULATION 2016/679

Pursuant to Art. 13 of Legislative Decree no. 196/2003 ("Privacy Code") and Art. 13 of Regulation (EU) 2016/679, laying down provisions for the protection of persons and other subjects regarding the processing of personal data, we wish to inform you that the personal data you provide will be processed in compliance with the above legislation and the obligations of confidentiality to which the undersigned Company is subject.

23) COMPULSORY INFORMATION PURSUANT TO ART. 17 OF LAW NO. 38/2006

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