

Terms and Conditions - E-Commerce

GENERAL TERMS AND CONDITIONS OF SALE CONTRACTS FOR PACKAGE TRAVEL THROUGH E-COMMERCE ONLINE PLATFORM

1. CONCEPT OF PACKAGE TRAVEL

Provided that:

- The **Consumer** has the right to receive a copy of the sale contract for travel package (pursuant to art. 85 of Italian "**Codice del Consumo - Consumer Code**"), which is the necessary document to receive the guarantees indicated in Art. 18 of these Regulations.
- The **Organizer** and **Seller** of a package travel service must have the legal authorization to do so

A package holiday consists of a combination of at least two different types of travel services such as:

1. any other tourist service, independent from transportation or accommodation, which represents an important part of the package travel
2. **accommodation**;
3. **transportation**;

2. APPLICABLE RULES

The contract of sale of package travel, whether the related services are to be provided in Italy or abroad, is governed by **Italian Law No 1084 of 27/12/1977** (Ratification

and Implementation of the International Convention on Travel Contracts (CCV) signed in Brussels on 23.4.1970) and by **Italian Legislative Decree of 6.9.2005 No 2006** ("**Codice del Consumo - Consumer Code**").

3. MANDATORY INFORMATION - TECHNICAL SHEET

The **Organizer** must provide a technical sheet with the following mandatory information, either in the catalogue or in case the package travel is an ad-hoc product:

Details about the legal authorization owned by the Organizer

- **Evento Italiano srl** – Via Don Emilio Angeli, 1/C – 55012 Capannori (LU) – P.Iva 02145710469

Details about the third-party liability policy

- Insurance policy #1505002368/M **NOBIS Compagnia di Assicurazioni spa**

Validity period of the catalogue or the customized tour

- Each travel package is valid for the dates indicated on the dedicated web page and is valid as long as it is online.

Conditions for name change (Art. 89 of Italian Consumer Code)

- Please see [art. 10](#) of these Contract Terms

Reference currency exchange rate

- As all our travel packages take place in the **Eurozone** and all our prices are expressed in **Euros**, there will be no need for currency exchange.

4. RESERVATIONS

Either on the "**Travel Ideas**" section of the website <https://booking.eventoitaliano.it/en>, or through the online shop, the **Consumer** will have the possibility to select a travel package or service of interest. The services

included in the price will be specified in the product description. The Consumer will be requested to indicate the room occupancy desired (**single** or **double**), as well as specify if they wish to purchase a **trip cancellation policy**. The system will calculate the price automatically, depending on the services selected. The price that appears on screen is meant to be **in total and not per person**.

All prices are indicated in **Euro (EUR)** and include taxes, services and credit card commissions (if any).

The process of buying and confirming a travel package is entirely run online. Once the Consumer has bought a product, he/she will receive a **confirmation e-mail**. In case of failure in receiving the e-mail, the Consumer can contact **Booking Evento Italiano** via e-mail (booking@eventoitaliano.it) and request a confirmation e-mail.

Following a reservation, **Booking Evento Italiano** will contact the Consumer via e-mail to send an overview of their reservation. Approximately **2 weeks before check in**, Booking Evento Italiano will send the Consumer all needed vouchers and travel documents. Each service purchased will have its own voucher. Further information about the tour, if not mentioned in the contract, will be provided to Client pursuant to **Art. 87 of Italian Consumer Code**, in due time before the beginning of the tour.

The Consumer is responsible for making sure to have all vouchers at least **7 days before check in**. Booking Evento Italiano is not to be held responsible if the Consumer did not check their e-mail inbox and declares not to have the vouchers. No refund will be granted in case the Consumer does not use one or more services included in the travel schedule.

The sales contract agreed upon is a **distance contract**, whose subject is travel services. The contract is stipulated between the **Organizer** and the **Consumer** and regulates the provision of touristic services. The Organizer only uses remote communication systems for all the duration of the contract. Pursuant to **Art. 32.2 of Italian Tourism Code**, the **right of withdrawal does not apply** on this contract.

5. PAYMENTS

The **full amount** of the travel package must be paid in order to confirm the booking. The system accepts only **credit card payments** through the **Vivawallet** platform. All credit cards accepted by Vivawallet are eligible (**Visa, Mastercard, Maestro, American Express** and any other credit cards indicated in the payment window). **Booking Evento Italiano** will not get hold of the Consumer's credit card details, as the payment procedure is performed through the Vivawallet platform via a safe procedure (**SSL**).

Non-payment of the amounts will lead to the termination of the contract.

6. PRICE

The package price is indicated in the product description, in the order confirmation and is part of the contract terms. It may be changed up to **20 days prior to departure** and only as a consequence of changes in, or additions to, the following:

- **Exchange rates** relevant to the package in question.
- The level of **fees and taxes** on the travel services included in the contract imposed by third parties not directly involved in the performance of the package, including landing taxes or embarkation or disembarkation fees at ports and airports.
- The price of the **carriage of passengers** resulting from the cost of fuel or other energy sources.

For these changes, reference will be made to the exchange rates and prices in force on the date of publication of the programme, as shown in the technical data sheet of the catalogue, or of the tailor-made travel offer, or on the date shown in any updates published on the website.

7. MODIFICATION OR CANCELLATION OF THE PACKAGE

TRAVEL BEFORE DEPARTURE

Before departure, in case the **Organizer** needs to modify significantly one or more elements of the contract, **written notice** must be sent to the Consumer, indicating the entity of the modification and the price change, if any. In case the Consumer does not accept the modification, the Consumer has the right to have the amount paid refunded or book another package travel.

The Consumer has the same rights even if the modification or cancellation depends on the **lack of minimum participants** provided for by catalogue or customized product, or on **force majeure** or **unforeseeable circumstances**.

In case the annulment is **NOT** due to force majeure, unforeseeable circumstances, lack of minimum of participants, non-acceptation of a new travel offer by the Consumer, the Organizer must **refund twice the price** paid by the Consumer. The amount to be refunded will never be more than double the amounts that the traveller would be liable to pay on the same date in accordance with the cancellation policy, if he were to cancel.

8. WITHDRAWAL OF THE CONSUMER

In compliance with **art. 40, 41, 42 of Italian Tourism Code** (D.Lgs 79/2011), the Organizer creates its travel packages as a combination of services purchased from different suppliers. In order to guarantee that the suppliers provide the services purchased to the Consumer, the Organizer must assume contract obligations towards the suppliers. In light of what specified above, and in compliance with **art. 1372 and 1373 of Italian Civil Code**, the possibility of a withdrawal of the Consumer must be considered as an exception towards the principle of contract bindingness. Apart from the cases provided for by D.Lgs 79/2011, withdrawal of the Consumer will only be accepted if the Organizer is held harmless of any costs or losses as a result of the withdrawal.

That said, the Consumer may withdraw from the contract, **without any penalty**, under the following circumstances:

- **Significant modification** of one or more elements of the contract that result as fundamental in the fruition of the package travel, in case the modification is proposed by the Organizer after the signing of the contract and the beginning of the services, and not accepted by the Consumer
- **Price** (see art. 6) increase by more than **10%**;

In these cases, the Consumer has right to:

- Obtain a **refund** of what has been paid until that moment. The refund must be performed within **7 working days** of receipt of the request of refund
- Obtain an **alternative package travel**, with no price supplement or the refund of the price difference in case the second package travel has a lower value than the original one;

The Consumer must confirm their own decision (either accept the modification or withdraw) within **2 working days** of receipt of the price change or modification information. In case of lack of any communication from the Consumer, the proposal of the Organizer is considered accepted by the Consumer. The Consumer who withdraws from the contract in circumstances not belonging to those mentioned above, will be charged of a **cancellation penalty**.

Unless otherwise specified, **cancellation penalties** are as follows:

Date of cancellation	Penalty
From the date of booking until 46 days prior to check in	Face value of the event ticket included in the travel package (if any) + 25% of the remaining cost
Between 45 and 31 days prior to check in	Face value of the event ticket included in the travel package (if any) + 50% of the remaining cost
Between 30 and 15 days prior to check in	Face value of the event ticket included in the travel package (if any) + 75% of the remaining cost
14 days prior to check in or later	100% of the package price (i.e. no refund)

As specified in the chart above, in case the package travel includes services that imply an immediate, **non refundable payment** (e.g. tickets for theater performances, reservation tickets for museums etc.), these will **never be refunded** in case of withdrawal of the client.

The Organizer shall not be held responsible if, after the signing of the contract, one or more services included in the contract should undergo variations for reasons beyond the control of the Organizer (e.g. replacement of one or more artists in a theater performance, timetable modification, programme change, date change of a concert etc.). The Consumer who does not accept these variations will be charged the penalties provided for by the contract.

9. VARIATIONS AFTER DEPARTURE

If the Organizer faces the impossibility to provide a **substantial part** of the service included in the contract, the Organizer must propose **alternative solutions** with no

extra charge for the Consumer, or by refunding the price difference in case the new services have a lower value. In case it is impossible to provide an alternative solution, or the solution proposed is refused by the Consumer for valid reasons, the Organizer will refund the difference between the total amount paid and the amount of the services already provided to the Consumer until the anticipated end of the travel.

10. SUBSTITUTIONS

If a client has to cancel a reservation, they can be replaced by another person, provided that:

- The new traveller pays any expenses the Organizer might have due to the name change. The amount to be paid, if any, will be made known to the new traveller before the name change become effective.
- The new traveller has all the requirements to travel (e.g. **passport, visa, sanitary certificates** etc.)
- The Organizer is informed of the name change at least **4 working days** before the date of departure. Full name and surname of the new traveller must be provided.

Both original and new traveller are responsible for the payment of the balance.

11. OBLIGATIONS OF THE CONSUMER

The Consumer must have a valid **passport** or **identity document** for the country where the package travel takes place, as well as the necessary **visa** and **sanitary certificates**, if needed. Tourists must also comply with the rules of normal prudence and diligence and the specific rules in force in the countries of destination of the trip, all the information provided by the organiser, as well as the regulations and administrative or legislative provisions relating to the package travel. Travellers will be held liable for all damages that the organiser may suffer as a result of their breach of the above obligations. The traveller is required to provide the organiser with all documents, information and elements in his possession which will be useful to the

organiser for exercising the right of subrogation against third parties responsible for the damage, and is liable to the organiser for the prejudice caused to the right of subrogation. At the time of booking, the traveller must also inform the organiser in writing of particular personal requests that may be the subject of specific agreements on the travel arrangements, provided that it is possible to implement them.

12. TRAVELLERS WITH DISABILITIES OR IMPAIRED MOBILITY

Disabled persons or **persons with reduced mobility** must inform the Organizer about their condition, so the Organizer can evaluate if the package travel requested is compatible with the condition of the traveller. Pursuant to **EU Regulation 1107/2016**, 'disabled person' or 'person with reduced mobility' means any person whose mobility when using transport is reduced due to any physical disability (sensory or locomotor, permanent or temporary), intellectual disability or impairment, or any other cause of disability, or age, and whose situation needs appropriate attention and the adaptation to his or her particular needs of the service made available to all passengers.

13. HOTEL CLASSIFICATION

The official classification of hotel facilities is provided in the catalogue or in other informative material only on the basis of express and formal guidelines of the competent authorities of the country in which the service is provided. In the absence of official classifications recognised by the competent Public Authorities of the countries, including EU member countries, to which the service refers, the organiser reserves the right to provide his own description of the accommodation facility, in order to allow an evaluation and consequent acceptance of the same by the tourist.

14. LIABILITY REGIME

The organiser is liable for damages caused to the traveller as a result of total or partial non-performance of the contracted services, whether these are performed by him personally or by **third party service providers**, unless he proves that the event was caused by the traveller's actions (including initiatives independently taken by the

traveller during performance of the travel services) or by circumstances not connected with provision of the services provided for in the contract, by **fortuitous events**, by **force majeure**, or by circumstances that the organiser could not, in accordance with professional diligence, reasonably foresee or resolve.

The intermediary with whom the package holiday was booked cannot be held responsible for the obligations arising from the organisation of the trip, but is responsible only for the obligations arising from his capacity as intermediary and for the performance of the mandate given by the traveller, as specifically provided for by law.

15. COMPENSATION LIMITS

Compensation for damages against persons will never be higher than the limits provided for by the international conventions Italy and the European Union belong to, with reference to the services whose failure was responsible for the damage. In any case, compensations may not exceed the amount of **50,000 Germinal Gold Francs** for damages to persons, **2,000 Germinal Gold Francs** for damages to things and **5,000 Germinal Gold Francs** for any other kind of damage.

16. OBLIGATION TO PROVIDE ASSISTANCE

The Organizer is obliged to give appropriate assistance to the Consumer, as per its professional diligence and with reference to the legal obligations the Organizer has. The Organizer and the intermediary are exempt from responsibility if the incorrect execution of the contract is attributable to the Consumer or was caused by unforeseeable or inevitable circumstances, or by **force majeure**.

17. COMPLAINTS

Any non-performance of the contract must be challenged by the consumer **without delay**, so that the organiser, or representative or assistant of the latter, can promptly solve the situation.

The Consumer must also send their complaint by **registered letter** to the Organiser or intermediary, within **10 working days** of the end of the package travel.

18. INSURANCE AGAINST CANCELLATION AND REPATRIATION COSTS

If not expressly included in the price, it is possible and advisable to take out special **insurance policies** at the time of booking to cover the cost of cancellation, accidents or luggage loss/damage. Special insurance can be taken to cover the cost or repatriation in case of accident or illness.

Insurance policies may only be sold to persons who live in one of the **EEA Countries** (Austria, Belgium, Bulgaria, Cyprus, Croatia, Denmark, Estonia, Finland, France, Germany, Greece, Ireland, Iceland, Italy, Latvia, Lithuania, Luxembourg, Malta, Norway, Netherlands, Poland, Portugal, United Kingdom, Czech Republic, Romania, Slovakia, Slovenia, Spain, Sweden, Hungary, Switzerland). Therefore, in case of travellers living in other countries than those specified above, it is recommended to take out insurance in their country of residence.

19. GUARANTEE FUND

A **National Guarantee Fund** has been created at the Directorate General for Tourism, belonging to the Ministry for Productive Activities. The Consumer may access the Fund (pursuant to **art. 100 of Consumer Code**) in case of insolvency or bankruptcy of the Organizer, to grant:

- **Repatriation** in case of travel abroad
- **Refund** of the amount paid

The Fund also grant immediate economic availabilities in case of forced repatriation of tourists from non-EU countries in case of emergencies, be it attributable to the Organizer's behaviour or not. The modalities of functioning of the Fund are provided for by law.

ADDENDUM: GENERAL TERMS AND CONDITIONS OF SALE CONTRACTS FOR STAND-ALONE TRAVEL SERVICES

A) LEGAL PROVISIONS

Contracts regarding the offer of only the transport service, of only the accommodation service, or of any other separate travel service, cannot be represented as a contractual case of travel organisation or of package travel. Therefore, they will be regulated by **art. 1, 3, 6, 17 to 23, 24 to 31 of CCV**.

B) CONTRACT CONDITIONS

Contracts for stand-alone services also undergo the following regulations that also regulate package travel: **art. 4.1, 5, 7, 8, 9, 10.1, 11, 15, 17**. The application of these regulations does not imply that the stand-alone service is treated as package travel. The terminology included in the mentioned regulations (organizer, travel etc.) should therefore be intended as their correspondent terms in the sale of stand-alone services (seller, stay etc).

PLACE OF JURISDICTION

Any dispute that may arise about the tourist services provided by **Evento Italiano srl** shall be exclusively referred to the territorial jurisdiction of the **Court of Lucca (Italy)**. In case of tourist services provided in cooperation with other organizers, travel contracts will be regulated by specific General Terms and Conditions that will be provided to the Consumer.

Mandatory communication pursuant to art. 17 of Italian Law 38/2006: Italian law punishes offences concerning prostitution and child pornography by imprisonment, even if committed abroad.

Latest variation: 7 February 2026

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