

## GENERAL TERMS AND CONDITIONS OF SALE FOR TRAVEL PACKAGES

of **FUNActive Tours GmbH**, located in I-39039 Niederdorf (BZ), Von-Kurz-Straße 25, VAT No. IT02622710214, administrative office in I-39034 Toblach (BZ), Bahnhofstraße 3, registered in the Commercial register of the Chamber of Commerce Bozen (in German), entry VWV no. BZ - 192386, share capital 20,000 Euro - paid in full, e-mail address: office@funactive.info, tel. 0039 0474 771210, fax: 0039 0474 772164, the person of their legal representative, Mr. Freddy Mair, Hereinafter referred to as "tour operators");

### 1. Subject Matter

1.1. These general terms and conditions govern the sale of travel packages between the tour operator and the traveller, who expressly declares that he makes the conclusion of the contract for purposes which cannot be attributed to his commercial, business, craft or professional activity (hereinafter referred to as "**travellers**").

### 2. Legal sources

2.1. The sale of travel packages which are subject to services both domestically and abroad is governed by the following legal sources:

- a) Chap. I, Title VI (Articles 32 to 51 and subsequent amendments) of the GvD. No 79/2011 (hereinafter referred to as the "**Tourism Code**");
- (b) Law No 1084/1977, ratifying the International Convention on the Travel Agreement (CCV) of 23.04.1970, in accordance with Article 3, para. 2 of the Tourism Code, and only as applicable.

### 3. The term "travel package"

3.1. According to Article 34 of the Tourism Code, travel packages are the subject of travel, holidays, all-inclusive offers and cruises, resulting from the compilation of at least two of the following elements sold at a flat rate or offered for sale become:

- a) transportation;
- b) accommodation;
- c) Travel services which are not to be regarded as ancillary to transport or accommodation in accordance with Article 36 of the Tourism Code and which form an integral part of the travel package in order to meet the traveller's need for recreation.

### 4. Definitions

4.1. For the purposes of these general terms and conditions,

- a) "tour organiser" means the person who, in his own name and on a lump sum basis, undertakes to provide third party travel packages by completing the compilation of the travel services referred to in Article 3 above or by means of a means of remote communication to realise and purchase this assortment independently;
- b) "intermediary" means the person who sells travel packages, whether or not

professionally and without profit, or who undertakes to provide them to third parties in the sense of the preceding Article 3, which are to be implemented against a lump sum payment or to provide individual travel services;

c) "traveller" means the purchaser, the purchaser of a travel package, or any other person to be nominated, on whose behalf the principal contracting party undertakes to acquire a travel package without receiving any compensation, provided that the nominated person is entitled to use the service Necessary conditions.

## 5. Information obligation and technical supplement

5.1. The tour operator has the obligation to create a technical supplement in the catalogue or on the programme outside the catalogue, which contains the following elements:

a) Organisation: FUNActive Tours GmbH, located in I-39039 Niederdorf (BZ), Von-Kurz-Straße 25, VAT No. IT02622710214, Administrative office in I-39034 Toblach (BZ), Bahnhofstraße 3, registered in the Commercial register at the Chamber of Commerce Bozen, entry VWV no. BZ - 192386, share capital 20,000 Euro - paid in full, e-mail address: office@funactive.info, tel.: 0039 0474 771210, fax: 0039 0474 772164, in the person of their legal representative, Freddy Mair.

b) Authorisation of the Land Council for Tourism No. 36.1 / HH / KW73.04 / 464395 from 31.08.2012 according to LG No. 3/2002.

c) Liability insurance No 1/75910/319/110581671 completed with the insurance company UnipolSai Assicurazioni S.p.A.

d) The catalogue or programme outside of the catalogue is valid for the period indicated.

e) The parameters and the criteria for the adjustment of the travel price are specified in Art. 8 of the present GTC.

f) The terms and conditions for the replacement of travellers are regulated by Article 12 of the present GTC.

5.2. In the course of the contract, the tour operator shall inform passengers of the identity of the exporting air carrier in accordance with Article 11 of Regulation (EC) No 2111/2005 and of their possible inclusion in the blacklist provided for by the Regulation.

## 6. Bookings and conclusion of contract

6.1. The booking request must be made by means of a specially provided form, which may also have an electronic format, whereby the traveller must complete and sign this form in all its parts and receive a copy thereof. The acceptance of the booking is deemed to be duly completed, with consequent conclusion of the contract, if the traveller receives a corresponding confirmation from the tour operator - also by electronic means.

6.2. The booking confirmation includes the following elements: group or customer names, date of arrival and departure date, number and type of reserved rooms, description of the package service, as well as the content and type of booked services, description of accommodation, prices, surcharges and reductions.

6.3. The traveller accepts these travel conditions and recognises them in the name and on behalf of the participants.

6.4. The tour organiser shall notify the traveller of the travel package in good time prior to travel, which is not contained in the contractual documents, in the information brochures or in any other written communication, in compliance with the obligations pursuant to Article

37, para. 2 of the Tourism Code.

6.5. According to Article 32, para. 2 Tourism Code, in the case of contracts concluded by means of distance sales or outside the business premises, the travel agent shall notify the traveller in writing that no right of withdrawal within the meaning of Articles 64 of the Consumer Protection Code (GvD No 206 of 2005) exists.

6.6. All prices are in Euros or the indicated currency and include VAT. Other agreements and changes to the concluded travel contract require the written confirmation of the tour operator.

6.7. For the purposes of these General Terms and Conditions, the traveller will be sent to the appropriate notices to the e-mail address provided by the customer upon booking. Such communications are deemed to be known by the Traveller when they are sent to the above-mentioned email address properly.

## 7. Payments

7.1. After conclusion of the contract, the traveller must transfer 20 (twenty) percent of the total travel price as a down payment, whereby the legal consequences pursuant to Article 1385 of the Civil Code do not occur if the traveller resigns due to a later event which is not his fault Non-fulfilment of the contract partner or if the tour operator does not fulfil the contract due to force majeure or failure to meet the minimum number of participants.

7.2. The remaining payment of 80 (eighty) percent of the travel price is made at the latest 30 (thirty) days prior to arrival, or for cycling and ship travel 50 (50) days before arrival. In the case of bookings made within 30 (thirty) days prior to commencement of the trip, the entire travel price is due immediately.

7.3. All payments are made by bank transfer to the following bank account: Bank: Raiffeisenkasse Niederdorf, Hans-Wassermann-Str. 4, I-39039 Niederdorf  
Tel.: 0039 0474 745 134, ABI: 08302 - CAB: 59100, current account: 0300031020, IBAN: IT58M0830259100000300031020, SWIFT: RZSBIT2B - BIC: RZSB IT 21023.

7.4. After successful transfer, the traveller is obliged to send a copy of the transfer document by fax (+39 0474 772164) or in PDF format by e-mail (office@funactive.info). Any costs incurred by the bank transfer are at the expense of the traveller.

7.5. After the above-mentioned copy has been sent, the necessary travel documents will be sent to the traveller by e-mail no later than 2 (two) weeks before arrival.

7.6. After confirmation of the reservation, a processing fee of € 50.00 will be charged for any changes reservation made at the traveller's request.

7.7. In the event of non-compliance with the above-mentioned payment and / or notification modalities, insofar as this is not the result of force majeure, the tour operator reserves the right, without prejudice to the right to compensation, to terminate the contract in accordance with Article 1456 of Italian Civil Code by means of a written notification, immediately and without notice.

## 8. Price

8.1. The price of the travel package is defined in the contract by reference to the information on the website, in the catalogue or in the programme outside the catalogue as well as to any subsequent updates thereof, and can only be made up to 20 (twenty) days prior to arrival and subject to the following conditions Are changed:

- a) changes in transport costs, including fuel costs;
- b) changes in charges and charges such as landing, embarkation or disembarkation charges in ports and at airports;
- c) changes in exchange rates applied to the travel package concerned.

8.2. For these changes, reference is made to the above prices and exchange rates as stated on the date of the publication of the programme as specified in the catalogue or to the date indicated in the above-mentioned updates.

8.3. The price increase may in no case exceed 10 (10) percent of the original price.

8.4. If the travel price increases by more than 10 (ten) percent, the traveller can withdraw from the contract, with the right to reimbursement of the amounts already paid to the tour operator.

## 9. Changes to the travel package before travel

9.1. In the event that the tour operator is obliged to amend individual or several provisions of the travel contract before travel, he shall notify the traveller immediately and in writing, stating the type of change and the related price change within the meaning of Article 8.

9.2. If the traveller does not accept this change, he / she can withdraw from the contract without payment of contractual penalties, with the rights according to Article 42 of the Tourism Code.

9.3. The traveller must notify his decision at the latest within 2 (two) working days after receipt of the notification of the change. If no notice is given within this period, the amendment shall be deemed accepted.

## 10. Changes of the travel package after arrival

10.1. If, after departure, a significant portion of the contractually agreed services cannot be provided, the tour operator shall prepare appropriate alternative services for the continuation of the planned trip at no additional cost to the traveller or reimburse the traveller the difference in price between the contractually provided and the actual services rendered.

10.2. If an alternative service cannot be provided, or if this is not accepted by the traveller for justified reasons, the tour operator will provide the traveller with an equivalent means of transport without a surcharge for the journey back to the place of commencement of travel or to another place agreed between the parties. In this case, the tour operator shall compensate the traveller for the difference between the costs of the services provided for the contract and the services actually performed up to the early departure.

## 11. Rights of the traveller in case of withdrawal or cancellation of the travel package

11.1. If the traveller makes use of his right of rescission in the cases provided for in the preceding Art. 8 and 9 and in the case of cancellation of the travel package prior to travel for any reason except the owner's own fault, he shall have the following rights pursuant to Article 42 of the Tourism Code:

- a) the use of another package of equivalent or higher quality, at no extra charge, or of a lower-quality travel package with a prior refund of the difference;
- b) reimbursement of the amounts already paid within 7 (seven) business days from cancellation or cancellation.

11.2. The traveller, who - except in the cases referred to in Articles 8 and 9 - withdraws from the contract, shall be charged for the individual administrative costs, the eventual amount for insurance services or other services already used which were due at the time of signing the contract, cancellation fees charged:

- a) Cancellation within 28 days prior to arrival: 20% of the total travel price;
- b) Cancellation between 27 and 14 days before commencement of travel: 30% of the total travel price;
- c) Cancellation between 13 and 8 days before departure: 50% of the total travel price;
- d) Cancellation between 7 and 4 days before departure: 70% of the total travel price;
- e) Cancellation from 3 days before departure or "no-show": 90% of the total travel price;
- f) Cancellation of the already started trip: 100% of the total travel price.

11.3. In case of cancellation of the trip of a combined bike and barge tour the following cancellation fees will be charged:

- a) Cancellation within 84 days prior to commencement of travel: 10% of the total travel price;
- b) Cancellation between 83 and 42 days prior to commencement of travel: 30% of the total travel price;
- c) Cancellation between 41 and 28 days before departure: 60% of the total travel price;
- d) Cancellation between 27 and 4 days prior to commencement of travel: 80% of the total travel price;
- e) Cancellation from 3 days before departure or "no-show": 90% of the total travel price;
- f) Cancellation of the already started trip: 100% of the total travel price.

## 12. Contract assignment - Contract amendment at the request of the traveller

12.1. The traveller may be replaced by a third person in the relationships arising from the contract, provided that:

- a) that third person fulfils all conditions for the use of the services;
- b) the traveller notifies the travel organiser or the intermediary in writing within four (four) working days prior to the journey in writing that he is unable to use the travel package and the data of the third person.

12.2. The traveller and the third party are jointly and severally responsible for the payment of the price as well as the costs arising from the assignment.

12.3. Any requests made by the traveller regarding the modification of the travel contract (also in the form of a change of the incentive or the transfer to another journey) are by no means binding for the travel organiser. Any costs connected with this shall be determined on a case-by-case basis and communicated to the traveller and shall at all costs be borne by them.

### 13. Obligations of the traveller

13.1. The traveller, as well as those who have been registered by the traveller to participate in the trip, must carry a valid passport or other travel document valid for all countries to be travelled, as well as necessary travel and transit visas, as well as medical certificates and make sure when traveling to have all necessary vaccine certificates and treatment certificates.

13.2. Travelers shall also observe the rules of normal caution and diligence as well as the specific rules applicable in the countries of destination of the trip and all information provided by the tour operator or intermediaries, as well as the administrative or legal regulations and provisions relating to the travel package.

13.3. The traveller is liable for all damages that the tour operator or the mediator should suffer by not fulfilling the above obligations.

13.4. The traveller is obliged to provide the travel organiser with all the documents, information and elements that are in his possession and which the travel organiser is required to exercise the right to transfer the rights against third parties who are responsible for the damage incurred.

13.5. The traveller is obliged to inform the tour operator in writing of the personal requirements which may be the subject of possible special arrangements with regard to the travel arrangements.

13.6. The traveller must always notify the tour operator of possible needs or special circumstances (e.g. pregnancy, food intolerance, disability, etc.) and expressly ask for appropriate personalised services.

### 14. Hotel classification

14.1. The official classification of accommodation structures is determined by the competent public authorities of the country in which the service is provided and listed on the website, in the catalogue, in the program or in other information material.

14.2. If no official classification recognised by the competent public authorities of the country of destination has been established, the hotel accommodation will be determined by the tour operator in the catalogue, programme or other information material on the basis of its own assessment criteria for the quality standard to enable assessment and acceptance by the traveller.

### 15. Limitation of Liability

15.1. The travel organiser is liable in accordance with the following provisions for the damages suffered by the passenger, which have arisen due to the non-fulfilment or defective performance of the contractually owed services. This applies both in the event that the services are provided by the tour operator itself, as well as in the event that they are to be provided by third parties.

15.2. The travel organiser is not liable if he can prove that the non-fulfilment or insufficient fulfilment of the contract was caused by the traveller himself or due to external or other

circumstances which could not reasonably be foreseen or preventable, or due to chance or force majeure.

15.3. In case of the non-fulfilment or defective performance of the package, meaning the travel package, according to Article 1455 of the Civil Code, the traveller may ask for compensation, irrespective of the cancellation of any contract, with the spoilt holiday and the unrepeatable nature of a missed opportunity taken into consideration.

15.4. The personal injury caused by failure to perform or the performance of the services provided for in the travel contract shall be eligible for reimbursement in accordance with the provisions of the international agreements which Italy or the European Union have signed and which govern the individual services provided for in the travel contract in the corresponding Italian legislation.

15.5. The travel organiser is liable within the scope of the due diligence of a proper merchant for the conscientious travel preparation, the careful selection and monitoring of the service providers as well as the correctness of the performance descriptions at the time of printing the catalogue.

15.6. Minors may only take part in a trip if accompanied by an adult.

15.7. The traveller is responsible for the fact that he, as well as those who have registered for the trip, will be able to meet the health requirements of the trip, which will be communicated to him before the contract is concluded.

## 16. Limits for compensation

16.1. The compensation for damages caused by the tour operator for damages other than personal injury caused by the failure to fulfil the performance or the non - fulfilment of the services provided in the travel contract can in no case be higher than in the international agreements governing the individual services provided in the travel contract, 1783 and 1784 of the Civil Code.

16.2. In the event of loss or disruption of the holiday, the tour operator shall only be liable if the loss or disruption can be proven to have been caused by the tour operator and that the problem was reported immediately after its occurrence to the tour operator, but only up to a maximum of € 200.00 per person. No liability is assumed:

- a) for items which are not normally carried in luggage;
- b) for all types of payment;
- c) for superficial damage and damage to wheels and handles of luggage;
- d) for damage to items of luggage whose total weight exceeds 20 kg.

16.3. The transport of travellers' own bicycles – during the tour and on transfer journeys – is only possible at the owner's risk. The fixing settings on the bike trailers have been adapted to fit the bicycles of the tour operator, so that minor damage, particularly paint damage, can occur when using non company bicycles. Therefore, liability for minor damage caused in transport cannot be accepted. This limitation of liability also applies to third-party transportation and foreign trips.

## 17. Complaints

17.1. The traveller is obliged to report any shortcomings in the execution of the contract by promptly registering a complaint so that the travel agent, his representative on the spot or the travel companion can immediately remedy the situation.

17.2. The traveller may also lodge a complaint by sending a registered letter or by another means proving receipt of their complaint by the tour operator or agent within 10 (ten) working days from his return to the place of departure.

17.3. The non-submission of the complaint can be assessed in accordance with Article 1227 of the Civil Code.

## 18. Insurance

18.1. If not expressly included in the travel price, it is advisable to take out insurance in case of cancellation or cancellation of the trip, or a travel accident and travel luggage insurance. Return trip insurance covering the cost of the return journey, in case of an accident or illness should be taken out.

18.2. In the event of insolvency, the payments already paid for travel services which were not provided are covered by CBL Insurance Europe Limited, policy no. IT / MAG / FFI / 00322/2016.

## 19. Dispute settlement

19.1. According to article 67, para. 2, of the Tourism Code, the traveller may apply for voluntary or jointly negotiated procedures or the settlement procedure before the Arbitration or Arbitration Boards for the settlement of disputes between companies and consumers regarding the provision of travel services pursuant to Article 2, (A) of Law No 580/1993.

19.2. In the settlement procedure, the travellers can contact the consumer associations. Such settlements are governed by Articles 140 and 141 of the Consumer Protection Code (GvD No 206 of 2005).

19.3. In accordance with EU Regulation No 524/2013, the traveller shall be informed by the tour operator that in the event of a dispute he may lodge a complaint concerning the European Union's online dispute settlement platform (OS platform) which is available at the following link: <http://ec.europa.eu/consumers/odr/>. The OS platform is a point of entry for end users who want to settle disputes arising in the area of online sales contracts or online service contracts. For this purpose, the e-mail address of the travel agent is [office@funactive.info](mailto:office@funactive.info).

19.4. If a dispute cannot be settled amicably, the dispute shall be settled in accordance with Article 66-bis of the GvD. No 206/05 to the court in whose territory the traveller is domiciled, provided that the latter is situated in the Italian territory; if the traveller is not a final consumer, it is agreed that the court in Bolzano is exclusively responsible for all disputes, in deviation from the provisions on territorial jurisdiction.

## 20. Applicable law and reference to the law

20.1. This contract is governed by Italian law.



20.2. Unless expressly stated otherwise, the statutory provisions applicable to the business relations and business transactions provided for in this contract shall be governed by the provisions of the Italian Civil Code and the Tourism Code.

## 21. Final Provisions

21.1. This Agreement shall nullify and supersede all prior written and oral agreements, arrangements and negotiations of the Contracting Parties concerning the same subject matter of this Agreement.

21.2. The possible invalidity of individual provisions shall not affect the effectiveness of the contract as a whole.

21.3. These general terms and conditions were written in Italian and in German. The Contracting Parties agree that, in the event of interpretation difficulties, the text is regarded as authentic and effective in the Italian language.

## 22. General terms and conditions for contracts relating to individual travel services

22.1. The contracts which concern only the offer of transport, accommodation or other individual travel services and therefore not to be understood as a purchase transaction for an organised journey or a travel package are governed by the following provisions of the CCV: Articles 1, Nos. 3 and 6; Articles 17 to 23; Articles 24 to 31 (only in respect of that part of the provisions which do not relate to the contract of organisation); in addition, they are governed by the other agreements specifically relating to the sale of the individual services covered by the contract.

22.2. The following provisions of these General Terms and Conditions shall also apply to contracts concerning the sale of individual travel services: Art. 6.1, Art. 7, Art. 9, Art. 10, Art. 11, Art. 12, 13, Art. 19.4, Art. 20. However, the application of these provisions does not mean that the respective services can be assessed as a travel package. The terms used in the provisions cited above concerning contracts for the sale of travel packages are, therefore, to be understood with reference to the corresponding elements of the purchase contract for individual travel services.

**Compulsory notification within the meaning of Article 17 of Law No 38/2006:** Italian law punishes with a prison sentence those offenses, which are connected with child prostitution and pornography, even if these were committed abroad.

Changes in the offer as well as errors, printing errors and arithmetic errors reserved! All prices are quoted in Euro and are based on exchange rates valid in November 2016.

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place and date

.....  
The traveller

Pursuant to Articles 1341 and 1342 ZGB, the traveller declares that /she has read the contract carefully and expressly agrees to the following provisions:

Art. 7 (Payments), Article 11 (Rights of the Traveller in the Event of Cancellation or Cancellation of the Travel Package), Article 13 (Obligations of the Traveller), Art. 15 (Limitation of Liability), Art. 16 (Limits of Damage), Art. 19 (Dispute Settlement), Art. 20 (Applicable Law and Referral).

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place and date

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The traveller

