

Content of the travel package agreement

In addition to the following general conditions, the description of the travel package contained in the catalogue, or in the separate travel programme, as well as the booking confirmation of the services requested by the tourist/traveller, form an integral part of the travel contract. When signing the travel package sale proposal, the tourist/traveler must bear in mind that she accepts as read and accepted, for herself and for the people for whom she requests the all-inclusive service, both the travel contract as therein regulated, the warnings contained therein and these general conditions.

Administrative regime

This document constitutes a legal agreement between you, the User and the Valdichiana Living tour operator and regulates your use of the website and, in any case, the use of the Services provided. "Legal Agreement" means that the terms of such agreement, once accepted by the User, are binding on the latter. For simplicity, "User", "you", "your" and similar terms, both singular and plural, refer to you, the User. "Valdichiana Living", "we", "our" and similar terms refer to the tour operator offering the travel package. "Valdichiana Living" also refers to this site. "Services" indicates the features and functions that you can use through Valdichiana Living. "Agreement" refers to this document. The conclusion of the contract takes place in Italian.

Definitions

For the purposes of this contract, the following definitions shall apply: a) travel organizer: the person who undertakes in his own name and against a lump sum payment, to procure tourist packages for third parties, realizing the combination of the elements referred to in the following art. 4; b) tourist: the purchaser, the transferee of a tourist package or any person, also to be named, provided that he satisfies all the conditions required for the use of the service, on whose behalf the main contractor undertakes to purchase without remuneration a tour package.

Notion of travel package

The notion of travel package is the following: "The travel packages have as their object travel, holidays, "all inclusive" circuits, tourist cruises, resulting from the combination, by anyone and in any way carried out, of at least two of the elements indicated below, sold or offered for sale at a fixed price: a) transport; b) accommodation; c) tourist services not ancillary to transport or accommodation pursuant to art. 36 which constitute a significant part of the "travel package" for the satisfaction of the tourist's recreational needs (art. 34 of the Tourism Code). The tourist has the right to receive a copy of the travel package sales contract (drafted in accordance with and in the manner set out in Article 35 of the Tourism Code). The contract constitutes the right to access the guarantee fund referred to in the following art. 21.

Travel package

The organizer prepares a technical data sheet in the catalog or in the out-of-catalogue program - also on electronic support or by telematic means. It contains the technical information relating to the legal obligations to which the Tour Operator is subject, such as, by way of example:

- details of the organizer's administrative authorization or S.C.I.A;
- details of the guarantees for travelers pursuant to art. 50 of the Tourism Code
- details of the civil liability insurance policy;
- period of validity of the catalog or non-catalogue program;
- parameters and criteria for adjusting the travel price (Article 40 of the Tourism Code)

Purchase Proposal – Bookings

The travel package sale proposal must be drawn up on a specific contractual form, electronic if necessary, completed in all its parts and signed by the customer, who will receive a copy. The acceptance of the travel package purchase and sale proposal is understood to be completed, with the consequent conclusion of the contract, only when the organizer sends the relative confirmation, also by telematic system. The information relating to the tourist package not contained in the contractual documents, in the brochures or in other means of written communication, will be provided by the organizer, in regular fulfillment of the obligations established for him by art. 37 paragraph 2 of the Cod. Tur., before the start of the trip. Particular requests on the methods of supply and/or execution of certain services forming part of the tourist package, including the possible need for assistance at the airport for people with reduced mobility, the request for special meals on board or in the resort, must be advanced during the booking request phase and be the subject of a specific agreement between the Tourist and the Organiser, through the agent travel agency. Pursuant to art. 32, paragraph 2, of the Tourism Code, we inform you that in contracts concluded at a distance or outside business premises (as defined by article 45 of Legislative Decree 206/2005), the right of withdrawal pursuant to art. 47 1st paragraph lett. g.

Payments

Upon signing the offer to purchase the travel package, the following must be paid: the total amount requested or any down payment (this amount is paid as a confirmatory deposit and advance on the price account). During the period of validity of the sale proposal and therefore before any booking confirmation which constitutes the completion of the contract, the effects referred to in Article 1385 of the Civil Code they are not produced if the withdrawal depends on an unattributable fact. The balance must be paid without delay within the deadline established by the Tour Operator in its catalog or in the booking confirmation of the requested tourist package/service.

For reservations made after the date indicated as the deadline for making the balance or for those that provide for the immediate payment of the services booked - such as airline tickets, or prepayment of the stay in order to obtain the best rate, the entire amount or the sum necessary to cover the payment of these services must be paid at the time of signing the purchase proposal or when requested by the Organizer.

Failure to pay the above sums, on the established dates, constitutes an express termination clause such as to determine the legal termination to be made with simple written communication, by fax or e-mail, at the tourist's domicile, including electronic, if communicated. The balance of the price is considered to have taken place when the sums reach the organizer directly from the tourist or through the intermediary of the chosen tourist himself.

Price

The price of the travel package is determined in the contract, with reference to what is indicated in the catalogue, or out-of-catalogue program and any subsequent updates to the same catalogs or out-of-catalogue programs, or on the Operator's website. It may only be changed as a result of changes in:

- transportation costs, including the cost of fuel;
- exchange rates applied to the package in question.

For these variations, reference will be made to the exchange rates and prices in force on the date of publication of the programme, as indicated in the technical data sheet of the catalogue, or on the date indicated in any updates published on the websites. In any case, the price cannot be increased in the 20 days preceding departure and the revision cannot exceed 10% of the price in its original amount. The price consists of:

1. registration fee or practice management fee;
2. participation fee: expressed in the catalog or in the quotation of the package provided to the intermediary or to the tourist.

Modification or cancellation of the travel package before departure

Before departure, the organizer who needs to significantly modify one or more elements of the contract, gives immediate written notice to the tourist, directly or through his intermediary, indicating the type of modification and the change in the price that follows. If the tourist does not accept the modification proposal referred to in paragraph 1, she may withdraw without paying penalties and has the right to take advantage of another tourist package where the Tour Operator is able to offer it to her, or is reimbursed, in accordance with the law, the sum of money already paid including the share of practical management. The tourist communicates his choice to the Tour Operator within two working days from the moment in which he received the notice indicated in paragraph 1. In the absence of communication within the aforementioned term, the proposal formulated by the organizer is considered accepted. If the Organizer cancels the tourist package before departure for any reason, except for the fault of the traveler, he will reimburse the latter, within the terms of the law, the amount paid for the purchase of the tourist package and has the right to be compensated for non-performance of the contract, except in the cases indicated below:

- There is no compensation deriving from the cancellation of the travel package when the cancellation of the same depends on the failure to reach the minimum number of participants possibly required, or due to force majeure or unforeseeable circumstances.
- For cancellations other than those caused by unforeseeable circumstances, force majeure and failure to reach the minimum number of participants, as well as for those other than the tourist's non-acceptance of the alternative tourist package offered, the organizer who cancels will return to the tourist a sum equal to double the amount paid by the same and actually collected by the organizer.

The sum object of the refund will never be more than double the amounts of which the tourist would be a debtor on the same date according to the provisions of art. 10.2 paragraph.

Withdrawal of the tourist

The tourist can also withdraw from the contract without paying penalties in the following cases:

- price increase exceeding 10%;
- significant modification of one or more elements of the contract objectively configurable as fundamental for the use of the tourist package as a whole considered and proposed by the organizer after the conclusion of the contract itself but before departure and not accepted by the tourist.

If the withdrawal takes place in the period prior to 45 days before departure, the tourist has the alternative right to:

- to take advantage of an alternative tourist package, of equivalent or higher quality if the organizer can offer it to him. If the all-inclusive service is of an inferior quality, the organizer must reimburse the consumer for the difference in price.
- the refund of the sums already paid. This return must be made in accordance with the law.
- To the tourist who withdraws from the contract before departure outside the hypotheses listed in the first paragraph, or those provided for by art. 9, paragraph 2, will be charged - regardless of the payment of the deposit referred to in art.7 paragraph 1 - the individual cost of file management,

the penalty to the extent indicated in the catalog or out-of-catalogue program or tailor-made trip, any consideration for insurance coverage already requested at the time of conclusion of the contract or for other services already rendered.

Following the booking of a "confirmed" trip, if the tourist opts for cancellation, she will be entitled to a return of the basic booking according to the following conditions:

- If the withdrawal takes place within 30 days of the departure of the trip, you will be entitled to a refund of 100% of the reservation, refundable only if paid in full and excluding the "Travel Procedure Management" fee, equal to 99 €.
- If the withdrawal takes place between 29 and 20 days before departure, you will be entitled to a refund of 50% of the reservation, refundable only if paid in full and excluding the "Travel Procedure Management" fee, equal to 99 €.
- If the withdrawal takes place between 19 and 16 days before departure, you will be entitled to a refund of 20% of the reservation, refundable only if paid in full and excluding the "Travel Procedure Management" fee, equal to 99 €.
- After this term, the tourist will lose any right to a refund on the amount paid for the reservation

Modifications after departure

If, after departure, the Organizer is unable to provide an essential part of the services indicated in the contract, for any reason except for the tourist's own reasons, they will have to arrange adequate alternative solutions for the continuation of the planned trip without involving charges of any kind to be paid by the tourist, or reimburse the latter within the limits of the difference between the services originally envisaged and those performed. If no alternative solution is possible, or if the solution prepared by the organizer is refused by the tourist for proven and justified reasons, the organizer will provide, at no extra cost, a means of transport equivalent to the original one foreseen for the return to the place of departure or to a different place possibly agreed, compatibly with the availability of means and places, and will reimburse it to the extent of the difference between the cost of the services envisaged and that of the services provided up to the moment of the anticipated return.

Substitutions and changes

The tourist can replace her with another person provided that:

1. the organizer is informed in writing at least 4 working days before the date fixed for the departure, simultaneously receiving communication about the reasons for the replacement and the personal details of the transferee;
2. the transferee satisfies all the conditions for the use of the service (pursuant to art. 39 of the Tourism Code) and in particular the requirements relating to the passport, visas and health certificates;
3. the same services or other replacement services can be provided following the replacement;
4. the substitute reimburses the organizer for all the additional expenses incurred to proceed with the substitution, to the extent that will be quantified before the transfer.

The transferor and the transferee are jointly responsible for the payment of the balance of the price as well as the amounts referred to in letter d) of this article. It is understood that, in application of art. 944 of the Navigation Code, the replacement will be possible only with the consent of the carrier. In any case, the Tourist who requests the variation of an element relating to an already confirmed practice and provided that the request does not constitute contractual novation and provided that it is possible to implement it, will pay the Tour Operator, in addition to the expenses resulting from the modification itself, a cost fixed flat rate.

Duties of the tourist

- Foreign citizens will have to find information on expatriation through their diplomatic representations in Italy and/or the respective official government information channels. In any case, before departure, tourists will check that it is updated with the competent authorities, adapting it before the trip. In the absence of this verification, no responsibility for the non-departure of one or more tourists can be attributed to the intermediary or the organizer
- Tourists must in any case inform the intermediary and the organizer of their citizenship at the time of booking request for the tourist package or tourist service and, at the time of departure, they must definitively make sure that they are in possession of the vaccination certificates, individual passport and any other document valid for all the countries involved in the itinerary, as well as any residence visas, transit visas and health certificates that may be required.
- Tourists must also comply with the rules of normal prudence and diligence and with the specific rules in force in the travel destination countries, with all the information provided to them by the organizer, as well as with the regulations, administrative or legislative provisions relating to the package tourist. Tourists will be held responsible for all damages that the organizer may suffer also due to failure to comply with the above obligations, including the costs necessary for their repatriation.
- The tourist is required to provide the organizer with all the documents, information and elements in his possession useful for exercising the latter's right of subrogation against third parties responsible for the damage and is responsible towards the organizer of the prejudice to the right of subrogation.
- The tourist will also notify the organizer in writing, at the time of the tourist package sale proposal and therefore before the organizer sends the booking confirmation of the services, the particular personal requests that may be the subject of specific agreements on travel arrangements, provided that it is possible to implement them.

Hotel classification

The organizer reserves the right to provide its own description of the accommodation facility in the catalog or brochure, such as to allow an evaluation and consequent acceptance of the same by the tourist.

Liability regime

The organizer is liable for damages caused to the tourist due to the total or partial non-fulfilment of the contractually owed services, whether these are performed by him personally or by third party service providers, unless he proves that the event is derived from a fact of the tourist (including initiatives autonomously undertaken by the latter during the execution of the tourist services) or by an unpredictable or inevitable fact by a third party, by circumstances unrelated to the provision of the services provided for in the contract, by chance, by force greater, or from circumstances that the organizer himself could not, according to professional diligence, reasonably foresee or resolve.

Limits of compensation

The compensation referred to in Articles 44, 45 and 47 of the Tourism Code and related limitation periods, are governed by the provisions therein and in any case within the limits established, by the CCV, by the International Conventions governing the services that form the object of the tourist package as well as by articles 1783 and 1784 of the civil code, with the exception of personal injury not subject to a fixed limit.

Obligation to provide assistance

The organizer promptly prepares any remedy useful for rescuing the tourist in difficulty according to the criterion of professional diligence with exclusive reference to the obligations incumbent on him by law or contract, except in any case the right to compensation for damages in the event which the incorrect fulfillment of the contract is attributable to the latter. The organizer is exempt from liability when the failed or incorrect execution of the contract is attributable to the tourist or is due to an unpredictable or inevitable fact by a third party, or was caused by a fortuitous event or force majeure.

Claims and Reports

Any failure in the execution of the contract must be contested by the tourist during the use of the package so that the organizer, his local representative or the escort can promptly remedy it. Otherwise, the compensation for damages will be reduced or excluded pursuant to article 1227 of the civil code. Without prejudice to the above obligation, the tourist can also file a complaint by sending a registered letter, with acknowledgment of receipt, to the organizer, no later than ten working days from the date of return to the place of departure.

Cancellation and repatriation insurance

If not expressly included in the price, it is possible and advisable to take out special insurance policies at the time of booking at the organizer's or seller's offices against expenses deriving from the cancellation of the package, from accidents and/or illnesses which also cover the expenses for repatriation and for the loss and/or damage to baggage. The rights arising from the insurance contracts must be exercised by the tourist directly against the policyholder insurance companies, under the conditions and in the manner provided for in the policies themselves, as set out in the policy conditions published in the catalogs or displayed in the brochures made available to tourists at the time of departure.

Alternative Dispute Resolution Tools

Pursuant to and for the purposes of art. 67 Tourism Code the organizer will be able to propose to the tourist - in the catalogue, in the documentation, on its website or in other forms - alternative ways of resolving the disputes that have arisen. In this case, the organizer will indicate the type of alternative resolution proposed and the effects that such participation entails.

Operational changes

In consideration of the well in advance timing with which the catalogs containing the information relating to the methods of use of the services are published, we inform you that these services could undergo variations as they are subject to subsequent validation. To this end, the tourist / traveler must ask for confirmation of the services before departure.

Waiver

During the trip, photos and videos of the tourist (the "Images") will be collected, to allow him greater participation in the trip purchased, as well as for advertising purposes. With the purchase of the tourist package, the tourist assigns all the relevant and necessary rights to use the Images, in accordance with what is indicated in the Terms and Conditions which on this point form an integral part of this Contract.

Guarantees for tourists - Filodiretto protection for the protection of travelers (art. 50 of the Tourism Code)

Organized tourism contracts are assisted by suitable guarantees provided by the Organizer and the intermediary travel agent who, for trips abroad and trips that take place within a single country, guarantee,

in cases of insolvency or bankruptcy of the intermediary or organizer, the reimbursement of the price paid for the purchase of the tourist package and the immediate return of the tourist. The identification details of the legal entity which, on behalf of the Organiser, is required to provide the guarantee are indicated in the catalog and/or website of the Organizer himself and may also be indicated in the booking confirmation of the services requested by the tourist/traveller. In order to avoid incurring forfeitures, it is advisable to keep in mind the deadlines indicated for the presentation of the applications. It is understood that the expiry of the term due to the impossibility of presenting the application and not to the inertia of the tourist, allows the remission in the same terms.

Addendum

General conditions of sales contract for individual tourist services

Legal provisions

The contracts concerning the offer of the transport service only, of the accommodation service only, or of any other separate tourist service, since they cannot be configured as a negotiating case of travel organization or tourist package, are governed by the following provisions of the CCV : art. 1, no. 3 and no. 6; articles from 17 to 23; articles from 24 to 31 (limited to the parts of these provisions that do not refer to the organization contract) as well as by the other agreements specifically referring to the sale of the single service object of the contract. The seller who undertakes to procure a disaggregated tourist service for third parties, even electronically, is required to issue the tourist with the documents relating to this service, which show the sum paid for the service and cannot in any way be considered an organizer of travel.

Terms and conditions

The following clauses of the general conditions of the contract for the sale of tourist packages listed above are also applicable to these contracts: art. 6 paragraph 1; art. 7 paragraph 2; art. 13; art. 18. The application of these clauses in no way determines the configuration of the related services as a type of tourist package. The terminology of the aforementioned clauses relating to the tourist package contract (organizer, trip, etc.) must therefore be understood with reference to the corresponding figures of the sales contract for individual tourist services (seller, stay, etc.). INFORMATION PURSUANT TO ART. 13 of Legislative Decree 196/2003 and subsequent amendments and additions and Art. 13 of Regulation (EU) 679/2016 (the "GDPR") The processing of personal data, the provision of which is necessary for the conclusion and execution of the contract, it is carried out in full compliance with Legislative Decree 196/2003 and the GDPR and subsequent amendments, in paper and digital form.