



Terms and conditions of sale

In addition to the general conditions that follow, the description of the tour or trip contained in the catalog, or in the separate travel program, as well as the booking confirmation of the services requested by the tourist, form an integral part of the contract concluded between Valdichiana Living and the User. When signing the proposal for the sale of a tour or vacation, the tourist must keep in mind that he/she considers the travel contract as regulated therein, the warnings contained therein, and these general conditions to be read and accepted, for himself/herself and for the subjects for whom he/she requests the all-inclusive service.

Administrative regime

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

Definitions

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

Definition of package of travel services, tour and trip

"Package of travel services" describes the combination of various services of a tourist nature, such as transport, accommodation and travel services not ancillary to transport or accommodation that constitute a significant part of the satisfaction of the tourist's recreational needs.

Within this category, Valdichiana Living distinguishes:

- Tour: package of travel services that involve the combination of various services but exclude the accommodation;
- Vacation: package of travel services that involve the combination of various services, necessarily including accommodation.

The tourist has the right to receive a copy of the sales contract (drafted pursuant to and in the manner set out in art. 35 of the Tourism Code). The contract constitutes the title to access the guarantee fund referred to in art. 21.

Package of travel services



The organizer prepares a technical sheet in the catalog or in the non-catalog program - also on electronic media or electronically. It contains the technical information relating to the legal obligations to which the Tour Operator is subject, such as for example:

- details of the administrative authorization or S.C.I.A of the organizer;
- 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 of the non-catalog program;
- parameters and criteria for adjusting the price of the trip (Art. 40 of the Tourism Code)

Purchase proposal – Bookings

The proposal for the sale of the package of travel services must be drawn up on a specific contractual form, electronic if applicable, filled in in all its parts and signed by the customer, who will receive a copy. The acceptance of the proposal for the sale of the package of travel services is concluded only when the organizer sends the relevant confirmation, also by electronic means. The information relating to the 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 by art. 37 paragraph 2 of the Tourism Code, before the start of the tour or trip. Special requests on the methods of provision and/or execution of certain services forming part of the package of travel services, including the possible need for assistance for people with reduced mobility or the request for special meals, must be made at the time of the booking request and be the subject of a specific agreement between the Tourist and the Organizer, through the authorized travel agency. Pursuant to art. 32, paragraph 2, of the Tourism Code, we hereby inform you that in contracts concluded remotely or outside commercial premises (as defined by art. 45 of Legislative Decree 206/2005), the right of withdrawal pursuant to art. 47 1st paragraph letter g is excluded.

Payments

When signing the proposal to purchase the package of travel services, the following must be paid: the total of the requested rate or any deposit (this amount is paid as a confirmatory deposit and advance payment on the price). During the validity period of the purchase proposal and therefore before any booking confirmation that constitutes completion of the contract, the effects referred to in art. 1385 of the Italian Civil Code do not occur if the withdrawal depends on a subsequent event not attributable to the Tour Operator. The balance must be paid without fail within the deadline established by the Tour Operator in its catalogue or in the booking confirmation of the requested package of travel services.

For bookings made after the date indicated as the deadline for paying the balance or for those that require immediate payment for the booked services, the entire amount or the sum necessary to cover the payment of such services must be paid when signing the purchase proposal or when requested by the Organizer.

Failure to pay the above amounts, on the established dates, constitutes an express termination clause such as to determine the termination of the right to be carried out with a simple written communication, by fax or by e-mail, to the address, including electronic, where communicated, of the tourist. The balance of the price is considered to have been paid when the amounts reach the organizer directly from the tourist or through the intermediary chosen by the same tourist.



Price

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

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

For such changes, reference will be made to the exchange rates and prices in force on the date of publication of the programme, as reported in the technical sheet of the catalogue, or on the date reported 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 original price. The price is made up of:

1. registration fee or administrative fee;
2. participation fee: expressed in the catalogue or in the quotation of the package provided to the intermediary or the tourist.

Modification or cancellation of the tourist package before departure

Before departure, the organizer who needs to significantly modify one or more elements of the contract, shall immediately notify the tourist in writing, directly or through his intermediary, indicating the type of modification and the resulting price change. If the tourist does not accept the proposed modification referred to in paragraph 1, he may withdraw without paying penalties and has the right to use another package of travel services if the Tour Operator is able to offer it, or he will be reimbursed, within the terms of the law, the sum of money already paid including the administrative fee. The tourist shall communicate 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 deadline, the proposal formulated by the organizer is considered accepted. If the Organizer cancels the package of tourist services before departure for any reason, except for the traveler's fault, he will refund 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 the failure to execute the contract, except in the cases indicated below:

- No compensation is provided for the cancellation of the tourist package when the cancellation of the same depends on force majeure and fortuitous event;

The sum subject to the refund will never be more than double the amounts for which the tourist would be indebted 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:

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

Withdrawal outside of the hypotheses just mentioned is regulated as follows:



- For “Tours”, the tourist has the right to withdraw free of charge up to 24 hours before the start of the tour
- For vacation, the conditions of withdrawal vary as follows:
 - For “All year vacation” and “Vacation for events”, withdrawal provides for a 100% refund for cancellations within 7 days of arrival, a 100% refund for cancellations arriving more than 7 days before arrival. The refund is not provided in the event of cancellation arriving more than 48 hours before arrival;
 - For “Fixed-date group vacations”, the conditions of sale will be indicated individually for each proposal in the catalog or on the dedicated web page.

Changes after departure

If, after departure, the Organizer is unable to provide, for any reason other than the tourist's own fault, an essential part of the services provided for in the contract, it must provide adequate alternative solutions for the continuation of the planned trip that do not involve any costs of any kind for the tourist, or reimburse the tourist within the limits of the difference between the services originally planned and those carried out. If no alternative solution is possible, or the solution provided by the organizer is refused by the tourist for proven and justified reasons, the organizer will provide, without additional cost, a means of transport equivalent to that originally planned for the return to the place of departure or to a different place possibly agreed, compatibly with the availability of means and seats and will reimburse the difference between the cost of the planned services and that of the services carried out up to the time of early return.

Replacements and changes in practice

The tourist may have another person substituted provided that:

1. the organizer is informed in writing before the date set for departure;
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 passport, visas, health certificates, where necessary;
3. the same services or other replacement services can be provided following the replacement.

The transferor and the transferee are jointly responsible for the payment of the balance of the price. In the event that the tourist requests the variation of an element relating to a practice already confirmed and provided that the request does not constitute contractual novation and provided that its implementation is possible, he will correspond to the Tour Operator in addition to the expenses resulting from the change itself, a fixed flat rate cost.

Tourists' obligations

- Foreign citizens must obtain information on expatriation through their diplomatic representations in Italy and/or their respective official government information channels. In any case, tourists must verify the update with the competent authorities before departure and adapt to it before the trip. In the absence of such verification, no responsibility for the failure to depart of one or more tourists can be attributed to the intermediary or organizer
- Tourists must in any case inform the intermediary and organizer of their citizenship at the time of requesting to book the tourist package or tourist service and, at the time of departure, must definitively ensure that they are in possession of vaccination certificates, individual passport and



any other document valid for all the countries included 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 the specific rules in force in the countries of destination of the trip, all the information provided to them by the organizer, as well as the regulations, administrative or legislative provisions relating to the package of tourist services. Tourists will be held liable for all damages that the organizer may suffer also due to failure to comply with the obligations indicated above, including the costs necessary for their repatriation.
- The tourist is required to provide the organizer with all documents, information and elements in his possession useful for the exercise of the right of subrogation of the latter against third parties responsible for the damage and is liable towards the organizer for the prejudice caused to the right of subrogation.
- The tourist will also communicate in writing to the organizer, at the time of the sale proposal and therefore before the organizer sends the confirmation of booking of the services, any particular personal requests that may form the subject of specific agreements on the modalities of the trip, provided that their implementation is possible.

Hotel classification

The organizer reserves the right to provide in the catalog or brochure a description of the accommodation facility, so as to allow an evaluation and subsequent acceptance of the same by the tourist.

Liability regime

The organizer is liable for damages caused to the tourist due to total or partial non-fulfilment of the contractually due services, whether these are carried out by him personally or by third party service providers, unless he proves that the event is derived from an act of the tourist (including initiatives independently undertaken by the latter during the execution of the tourist services) or from an act of a third party of an unforeseeable or unavoidable nature, from circumstances unrelated to the provision of the services provided for in the contract, from fortuitous events, from force majeure, or from circumstances that the organizer himself could not, according to professional diligence, reasonably foresee or resolve.

Compensation limits

The compensations referred to in articles 44, 45 and 47 of the Tourism Code and the related limitation periods are governed by the provisions therein and in any case within the limits established by the C.C.V, by the International Conventions that regulate 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 pre-established limit.

Obligation to provide assistance

The organizer promptly provides any remedy useful for the rescue of the tourist in need according to the criterion of professional diligence with exclusive reference to the obligations incumbent on him by law or contract, without prejudice in any case to the right to compensation for damages in the event that the incorrect fulfillment of the contract is attributable to the latter. The organizer is exempt from liability when the failure or incorrect execution of the contract is attributable to the tourist or is dependent on the action



of a third party of an unforeseeable or unavoidable nature, or is caused by a fortuitous event or force majeure.

Complaints and reports

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

Alternative dispute resolution tools

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

Operational changes

In view of the long advance notice with which the catalogues containing information on how to use the services are published, it is hereby made known that these services may be subject to changes as they are subject to subsequent validation. To this end, the tourist must request confirmation of the services before departure.

Guarantees to the tourist - Filodiretto protection to protect travellers (art. 50 Cod. Tur.)

Organised tourism contracts are supported by suitable guarantees provided by the Organiser and the intermediary travel agent who, for trips abroad and trips that take place within a single country, guarantee, in the event of insolvency or bankruptcy of the intermediary or organiser, the reimbursement of the price paid for the purchase of the tourist package and the immediate return of the tourist. The identifying details of the legal entity that, on behalf of the Organiser, is required to provide the guarantee are indicated in the catalogue and/or website of the Organiser itself and may also be indicated in the booking confirmation of the services requested by the tourist. In order to avoid incurring forfeitures, it is advisable to keep in mind the terms indicated for the presentation of requests. It is understood that the expiry of the term due to the impossibility of presenting the request and not to inertia of the tourist, allows for remission within the same terms.

Addendum

General conditions of contract for the sale of individual tourist services

Regulatory provisions



VALDICHIANALIVING
Tours & Vacation in Tuscany

Contracts having as their object the offer of a transport service only, of a stay service only, or of any other separate tourist service, cannot be configured as a contractual case of travel organization or tourist package, and are governed by the following provisions of the CCV: art. 1, no. 3 and no. 6; arts. from 17 to 23; arts. from 24 to 31 (limited to the parts of these provisions that do not refer to the organization contract) as well as by other agreements specifically referred to the sale of the individual service that is the object of the contract. The seller who undertakes to procure for third parties, even electronically, a disaggregated tourist service, 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 a travel organizer.

Conditions of contract

The following clauses of the general conditions of contract for the sale of tourist packages reported above are also applicable to such contracts: art. 6 paragraph 1; art. 7 paragraph 2; art. 13; art. 18. The application of said clauses does not in any way determine the configuration of the related services as a 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 in the sales contract of individual tourist services (seller, stay, etc.). INFORMATION PURSUANT TO ART. 13 OF LEGISLATIVE DECREE 196/2003 and subsequent amendments 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, is carried out in full compliance with LEGISLATIVE DECREE 196/2003 and the GDPR and subsequent amendments, in paper and digital form.