

# BOOKING FORM



Please complete this form in its entirety and send it by e-mail to **info@girolibero.com**

Quotation No. .... Web Code .....

Tour and category ..... Self-guided  / Guided  Date of departure.....

No. of persons ..... No. of rooms/cabins  single .....  double .....  twin ..... triple ..... 4 places .....

For Bike & Barge tours: please specify the barge and other cabin types (if applicable) .....

Treatment: Bed&Breakfast  / Half Board  / Full Board

Special diets/allergies .....

Extra nights: at ..... from ..... to .....  
at ..... from ..... to .....

Transfer (if applicable): from ..... to ..... on .....

**Travel applicant** Surname ..... Name .....

Place of birth ..... Date of birth .....

Full address .....

E-Mail ..... Mob. +\_ \_ ..... Tel. Home/other +\_ \_ .....

Invoicing details (if different from travel applicant's - cannot be changed afterwards).....

| Participants (including the travel applicant) |        |             | Bike                     |                          |                          |                          |                          |
|---|--------|-------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| Surname, name, date of birth                  | E-Mail | Body height | Own                      | Unisex                   | Male                     | E-bike*                  | Helmet                   |
| 1.  |        |             | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2.  |        |             | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3.  |        |             | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4.  |        |             | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 5.  |        |             | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 6.  |        |             | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Special bicycles or accessories (ex. tandem, child bike, child seat, child trailer etc.): .....

.....

\* E-bikes available on request, only unisex.

**Arrival:** train  plane  car  expected arrival time at the first hotel/barge .....

**I pay through:** bank transfer  credit card

**Other requests** .....

By subscribing and returning this form by e-mail to the address listed in the quotation (within the deadline provided), you expressly confirm (a) that you have read and accepted Girolibero terms and conditions included herein; (b) that you have specifically understood and approved the following articles: 8) "CHANGE OR CANCELLATION OF THE TRAVEL PACKAGE BEFORE THE DEPARTURE AND WITHDRAWAL" in all its paragraphs and in particular paragraphs A. CHANGE OF THE TRAVEL PACKAGE, B. WITHDRAWAL OF THE TRAVELLER and D. CANCELLATION BY THE ORGANIZER; 10) "CHANGES AFTER THE DEPARTURE"; 14) "LIABILITY REGIME; 15) LIMITS OF REDRESS; 17) CLAIMS AND COMPLAINTS.

Please note that any digital signature, including filling in your complete name, shall be binding and has the same effect as an original handwritten signature.

**A copy of the down payment wire transfer receipt is herein attached to confirm the commitment undertaken by signing the present proposal.**

Date ..... Signature .....

(digital signature or by filling in the complete name, in the travel applicant's name as well as in the name and on behalf of the persons listed above)

# GENERAL CONDITIONS OF SALE OF TRAVEL PACKAGES



These conditions are an integral part of the travel contract, together with the description of the travel package contained in the catalogue, or in the separate travel program, as well as the estimate and booking confirmation of the services requested by the tourist / traveller. By signing the proposal for the sale of a travel package, the tourist / traveller must bear in mind that he confirms that he has read and accepted, for himself and for the subjects for whom he requests the booking of the travel package, the travel contract composed of the documents above specified.

## 1. SOURCES OF LAW

The sale of travel packages, which have as their object services to be provided in a both national and international territory, is governed by the Legislative Decree no. 79 of 23 May 2011 (the "Code of Tourism") - (Articles 32-51nonies) - and its subsequent amendments, as well as by the European Union Directive 2015/2032 on package travel and related services, as implemented by the Legislative Decree 62/2018, which amended the Code of Tourism.

## 2. DEFINITIONS

For the purposes of this agreement, the following definitions shall apply: **a)** organizer: anyone who combines and sells or offers for sale packages, either directly or by means of, or together with, another professional; **b)** trader: the professional other than the organizer who sells or offers for sale packages combined by an organizer; **c)** traveller: anyone who is seeking to conclude, agree upon, or is authorized to travel on the basis of a travel package agreement; **d)** catalogue: information relating to a travel package - as defined in the following article 4 - displayed on the website [www.girolibero.it](http://www.girolibero.it), or in other documents or communications of Girolibero; **e)** estimate: the document or communication through which, Girolibero communicates to the customer, following the request of the latter, the price of the chosen travel package; **f)** professional: any natural or legal person who, regardless of whether it is a public or private entity, acts within the framework of his commercial, industrial, artisan or professional activity, including by means of any other person acting in his name or on his behalf, as an organizer, trader, a professional facilitating related travel services, or as a travel services provider.

## 3. CONCEPT OF TRAVEL PACKAGE

The definition of travel package is the following: "combination of at least two different types of travel services for the purpose of the same trip or holiday such as **(I)** carriage of passengers; **(II)** accommodation, which is not intrinsically part of carriage of passengers and is not for residential purposes or for long term language courses; **(III)** rental of cars, other motor vehicles within the meaning of the Ministerial Decree of April 28, 2008 or motorcycles requiring a Category A driving licence in accordance the Legislative Decree n.2 of January 16, 2013; and **(IV)** any other travel service not intrinsically part of a travel service within the meaning of points 1, 2, 3, and which is not a financial or an insurance service for the purpose of the same trip or holiday, if one of the following conditions occurs: **a)** these services are combined by one single professional, including at the request of, or in accordance with, the selection of the traveller before a single contract regarding all

services is concluded; **b)** irrespective of whether separate contracts are concluded with individual travel service providers, those services are: **b.1)** purchased from a single point of sale and those services have been selected before the traveller agrees to pay; **b.2)** offered, sold or charged at an all-inclusive or total price; **b.3)** advertised or sold under the term 'package' or under a similar term; **b.4)** combined after the conclusion of a contract by which a professional entitles the traveller to choose among a selection of different types of travel services or, purchased from separate professionals through linked online booking processes, where the traveller's name, payment details and e-mail address are transmitted from the professional with whom the first contract is concluded to another professional or professionals and a contract with the latter professional or professionals is concluded at the latest 24 hours after the confirmation of the booking of the first travel service (art. 33, letter c) Code of Tourism). The traveller has the right to receive a copy of the travel package sale agreement (drafted pursuant to, and in accordance with the provisions of article 36 of the Code of Tourism) and this copy may also be provided to the traveller in digital format. The agreement gives the right to access the guarantee fund referred to in the successive art. 20.

## 4. OBLIGATORY INFORMATION - TECHNICAL SHEET - INFORMATION FORM

During the pre-contractual phase, the information form provided for in art. 34, paragraph 1 of the Code of Tourism and prepared pursuant to the models attached to such code was made available to the traveller. The technical sheet is attached to this agreement.

## 5. BOOKINGS

The booking request must be drafted on the appropriate contract form, also in an electronic format, must be completed in its entirety and also signed with digital signature or by filling in the complete name by the traveller. Acceptance of bookings is considered completed, and the agreement is thus signed, only when the organizer will send confirmation, also online, to the traveller or the trader. The indications relating to the travel package which are not contained in the contractual documents, in the brochures or in other means of written communication, will be provided by the organizer to the traveller - also by e-mail - in fulfillment of its obligations, in good time before the beginning of the travel (Article 34 and 36 of the Code of Tourism). Special requests concerning the terms of supply and/or the execution of certain services contained within the travel package, including the need for airport assistance for people with reduced mobility, the request for special meals on board, or during the holiday resort, must be done during the booking request phase, subject to a specific agreement between the traveller and the organizer.

## 6. PAYMENTS

A down payment of 25% of the total amount is required when booking; the final payment is required 30 days before the departure date, or in conjunction with the booking, if made within 30 days prior to departure. Failure to pay the sums referred to above on the agreed dates implies the early termination of the agreement pursuant to art. 1456 of the Italian Civil Code.

## 7. PRICE

The price of the travel package is provided for in the agreement, with reference to what is specified in the estimate and valid for the same period of time as indicated in the estimate. Pursuant to art. 39 of the Code of Tourism the price may be varied - by increasing or decreasing it - up to 20 days before the departure and only as a consequence of changes in:

- transportation costs, depending on the cost of fuel or other energy sources;
- rights and taxes on certain types of travel services included in the package and set by third parties not directly involved in the execution of the package, such as levies, landing fees, boarding or disembarkation in ports and airports;
- exchange rates applied to the package in question.

For these changes, reference will be made to the exchange rates and costs mentioned above, in force as of the date of publication of the program as reported in the technical data sheet, or on the date reported in any of the updates referred to above.

In any case, the price cannot be increased in the 20 days preceding the departure and the change cannot be higher than 8% of the original price. The price is composed of: **a)** registration fee or file management fee; **b)** membership fee: shown in the catalogue or in the quotation of the package provided to the traveller; **c)** airport and /or port charges and taxes; **d)** administrative and file management costs of the organizer and / or trader. The price of additional services sold by voucher is inclusive of commissions, and of administrative and file management expenses of the organizer and/or trader.

## 8. MODIFICATION OR CANCELLATION OF THE TRAVEL PACKAGE BEFORE DEPARTURE AND WITHDRAWAL

### A. Modification of the travel package

The Organizer reserves the right to unilaterally adjust the terms of the agreement, other than the price, if such amendment is not important. Communication to the traveller is made in a clear and precise way through a durable medium, such as the e-mail.

Before departure, the organizer or trader who needs to significantly amend the main features of the travel package as referred to in Article 34, paragraph 1, letter a), or is not able to satisfy the specific requests referred to in Article 36, paragraph 5, letter a), or proposes to increase the price of the package by more than 8%, gives immediate notice in writing - also by e-mail - to the traveller, specifying the type of variation and the price alteration that it follows.

The traveller may, within 2 (two) working days from the communication of the amendment by the organizer / trader, accept the proposed modification, or withdraw from the agreement without paying withdrawal costs and request the refund of the amounts already paid, such refund to take place without inexcusable delay, and in any case, within fourteen days from the withdrawal from the agreement. Lacking any express communication within the aforementioned term, the proposal of the organizer is considered accepted.

## B. Withdrawal of the Traveller

In the event of unavoidable and extraordinary circumstances occurring at the place of destination or in its immediate surrounding area and having a substantial impact on the execution of the package or on the transport of travellers towards the destination, the traveller has the right to withdraw from the agreement before using the package, without paying withdrawal costs, and to the full refund of the payments done for the package, but is not entitled to additional compensation.

If it is suddenly impossible for the traveller to use the package, he/she does not have the right to withdraw without penalties, the traveller being able to guarantee himself against the economic risk connected to such case of withdrawal from the contract by executing a specific insurance policy. Except as for the cases explicitly indicated in this article, the traveller will have the right to withdraw from the agreement at any time before the beginning of the trip, without prejudice to the obligation to pay the costs / cancellation fees as indicated below - regardless of the down payment referred to in art. 6 - in addition to the individual cost of file management. In the case of pre-established groups, these amounts will be agreed from time to time upon signature of the agreement.

## C. Withdrawal penalties

In case of withdrawal from the travel agreement, the traveller is always required to pay the management fee for the file, equal to € 30 per person. The day of cancellation is excluded, and instead the day of departure is included.

**Pursuant to art. 41, comma 2, of the Code of Tourism, the following penalties are agreed in case of withdrawal** (the day of cancellation is excluded, and instead the day of departure is included):

- up to 30 days before the beginning of the trip: 20% on the total amount
- from 29 to 21 days before the beginning of the trip: 25% on the total amount
- from 20 to 14 days before the beginning of the trip: 50% on the total amount
- from 13 to 6 days before the beginning of the trip: 80% on the total amount
- in the 5 days before the beginning of the trip: 100%

## Withdrawal for bicycle and boat tours:

- up to 90 days before the beginning of the trip: 10% on the total amount
- from 89 to 60 days before the beginning of the trip: 40% on the total amount
- from 59 to 30 days before the beginning of the trip: 60% of the total amount; from 29 to 7 days before the beginning of the trip: 85% on the total amount
- in the 6 days before the beginning of the trip: 100%

Such amounts must be paid also by the persons who cannot carry out the trip due to lack or irregularity of the expatriation documents required. If the traveller does not show up at the booked structure / boat, or decides to interrupt the trip or the sojourn already started, no refund shall be granted.

The cancellation of the trip shall be valid only if is communicated in writing.

With regard to packages with flight or train trip included: if the air / rail ticket has already been

issued, the penalty must be calculated on the total cost of the holiday, by deducting the cost of the ticket, which will be charged in full.

#### **D. Cancellation by the organizer**

The organizer may withdraw from the travel package contract and offer the traveller the full refund of the payments done for the package, but he is not required to pay additional compensation if: **(I)** the number of persons registered in the package is lower than the minimum agreed in the contract and the organizer communicates to the traveller the withdrawal from the agreement within the deadline set in the agreement, and in any case no later than twenty days before the beginning of the package in case of trips lasting more than six days, than seven days before the start of the package, for trips lasting two to six days, than forty eight hours before the beginning of the package, in the case of trips lasting less than two days.

**(II)** the organizer is not able to implement the agreement due to unavoidable and extraordinary circumstances and communicates the withdrawal to the traveller without undue delay, before the beginning of the package. For cancellations other than those referred to in the previous paragraph, the organizer who cancels, will return to the traveller, through the travel agent, a sum equal to twice the amount paid and actually collected by the organizer. The amount representing the refund will never be higher than twice the amount for which, up to date, the traveller would be debtor according to the provisions of this article concerning penalty for withdrawal, if he were to cancel.

#### **E. Withdrawal for distance contracts**

Pursuant to art. 41, paragraph 7, of the Code of Tourism, we inform you that in the distance contracts or in off-premises contracts (as defined by article 45 of the Legislative Decree 206/2005 - Consumer Code), the traveller has right to withdraw from the package travel contract within a period of five days from the date in which it receives the booking confirmation, without penalty and without giving any reason. In the case of offers with significantly lower tariffs than current offers, the right of withdrawal is excluded. In such latter event, the exclusion of the right of withdrawal is highlighted in the documentation provided to the traveller during the pre-contractual phase.

#### **9. CHANGE OF BOOKING**

For each and every request for amendment to the already accepted booking a fee of € 30 per person will be due, to cover the operational costs. The decrease in the number of persons and the request to change the date of departure, made within 30 days before the departure are considered as a withdrawal and therefore are subject to the cancellation penalties indicated above. Changes requested by the traveller for booking already accepted do not oblige the organizer in cases in which such requests cannot be satisfied.

#### **10. CHANGES AFTER THE DEPARTURE**

If, after the departure, the organizer is unable to provide for any reason whatsoever an essential part of the services included in the contract, and this does not depend on a specific circumstance due to the traveller, the organizer will have to provide for the traveller alternative solutions, without any price supplements, or must reimburse him within the limits of the difference

between the originally forecasted services and those performed.

If no alternative solution is possible, or the solution provided for by the organizer is rejected by the traveller for proven and justified reasons, the organizer will provide without any surcharge, transport means equivalent to the one provided for the return to the place of departure or to the different place agreed upon, compatibly with the availability of the vehicle and of the seat and will reimburse him to the extent of the difference between the cost of the services forecasted and that of the services performed up to the time of early return.

#### **11. SUBSTITUTIONS**

The renouncing traveller can be substituted by another person as long as:

- a)** the organizer is informed in writing at least 7 days before the date fixed for departure by receiving simultaneously the personal information of the incoming party;
- b)** the substitute fulfils all the conditions for the use of the service (pursuant to Article 38 of the Code of Tourism) and in particular the requirements relating to the passport, visas and health certificates;
- c)** the same services or other replacing services can be provided following the substitution;
- d)** the organizer is reimbursed of all the additional expenses incurred for proceeding with the substitution, to the extent calculated to the assignor before the assignment.

The assignor and the assignee are jointly liable for the payment of the balance of the price as well as the amounts referred to in letter d) of this article.

#### **12. OBLIGATIONS OF THE TRAVELLERS**

During the negotiations and in any case before the signature of the agreement, Italian citizens are provided in writing with general information - updated as of the date of communication of the estimate - concerning health obligations and the documentation necessary for expatriation.

Foreign citizens will find such information through their diplomatic representations located in Italy and / or the respective official government information channels. In any case, before departure, travellers will check the update with the competent Authorities and shall comply with such updates before the trip. In the absence of such verification, no liability for the missed departure of one or more travellers may be attributed to the intermediary or to the organizer.

Passengers must be equipped with an individual passport or other document valid for all countries of the tour, as well as with transit and stay visas and health certificates that may be required. They must also comply with the rules of normal prudence and diligence and with the specific rules in force in the countries of destination of the travel, with all information provided to them by the organizer, as well as with the regulation and with administrative or legislative provisions relating to the travel package.

In order to evaluate the social / political situation, health safety and other useful information concerning the destination countries and, therefore, the actual usability of the services purchased or to be purchased, the traveller will have the burden of obtaining the official information of a general nature at the competent Authorities.

Such information is not contained in the catalogues and / or in the documentation provided by the organizer since they contain general descriptive information as indicated in art. 34 Code of Tourism and not information which changes periodically. Such information must therefore be obtained by the traveller. If, at the booking date, the chosen destination is not recommended by the institutional information channels for security reasons, the traveller who subsequently exercises the right of withdrawal cannot appeal to the default of the contractual cause connected to the security conditions of the country, for the purposes of the exemption or reduction of the indemnification request for the withdrawal exercised.

The traveller will also communicate in writing to the organizer, at the time of booking, the particular personal requests that may be subject of specific agreements on travel arrangements, provided that, it is possible to implement them. The traveller is always required to inform the trader and the organizer of any special needs or conditions (including but not limited to, pregnancy, food intolerance, disability) and to explicitly specify the request for related personalized services.

The traveller will be liable for any and all damages that the organizer or trader should suffer due to the breach of the traveller's obligations under this agreement.

Pursuant to art. 51 quinquies, second paragraph of the Code of Tourism, the traveller is obliged to provide the organizer or trader with all documents, information and elements in its possession, useful for the exercise by the trader of the right of subrogation towards third parties liable for the event which has generated damages, indemnity, price reduction or other remedy provided by the organizer or trader in favour of the traveller. The traveller is liable towards the organizer or the trader for any damage caused to the right of subrogation.

#### **13. HOSPITALITY CLASSIFICATION**

The official classification of hotel facilities is provided in the catalogue or in other informative material only on the basis of the express and formal indications of the competent authorities of the country where the service is provided. In the absence of official classifications recognized by the competent Public Authorities of the countries also members of the EU to whom the service refers, the organizer reserves the right to provide in the catalogue its own description of the accommodation, such as to allow an evaluation and consequent acceptance of the accommodation by the traveller.

#### **14. LIABILITY REGIME**

The organizer is liable for the execution of the travel services provided for in the travel package contract, regardless of whether these travel services are to be provided by the organizer himself, by his auxiliaries or persons appointed by the organizer when acting in the exercise of their functions, by third parties with which it collaborates or by other travel service providers, pursuant to art. 1228 of the Italian Civil Code. The trader via which the travel package has been booked is not liable, under any circumstances, of the obligations arising from the organization of the trip, but is solely liable for the obligations arising from its qualification as an intermediary. If one of the travel services is not performed according to the travel package

contract, the organizer shall remedy to the lack of conformity, taking into consideration the extent of the lack of conformity and the value of the travel services affected by the defect, unless such remedy is impossible or excessively burdensome. If the organizer does not remedy the defect, the traveller is entitled to a reduction of the price as well as to a compensation for the damage he has suffered as a result of the lack of conformity, unless the organizer demonstrates that the lack of conformity:

**(I)** is attributable to the traveller or to a third party which does not participate in the provision of travel services; or **(II)** is unavoidable or unpredictable or is due to extraordinary and unavoidable circumstances. If the organizer does not remedy the lack of conformity within a reasonable period established by the traveller in his complaint, the traveller can personally remedy the defect and request refund of necessary, reasonable and documented expenses. If a lack of conformity constitutes an important non-fulfilment and the organizer has not remedied after the timely claim carried out by the traveller, in consideration to the extent and the characteristics of the package, the traveller can terminate the contract with immediate effect, or ask - if necessary - a price reduction, besides any compensation of damages.

However, the exemptions pursuant to art. 43 paragraphs 1 and 3 of the Code of Tourism shall apply for cases in which, the failure or incorrect execution of the contract is attributable to the traveller or is due to an unpredictable or inevitable act of a third party, unrelated to the provision of services, or is due to unavoidable and extraordinary circumstances.

#### **15. LIMITS OF REDRESS**

The compensation pursuant to art. 43 of the Code of Tourism and the related expiration periods, are governed by the provisions provided for therein and in any case within the established limits, by the International Conventions governing the services that are included in the travel package, as well as by articles 1783 and 1784 of the Italian Civil Code.

The right to the price reduction or to the compensation for damages due to the variations of the travel package contract or of the replacement package expires in two years starting from the date of the traveller's return to the place of departure. The right of compensation for personal injury expires in three years from the date of return of the traveller to the place of departure or in the longer period provided for compensation of personal injury by the provisions governing the services included in the package.

The maximum limit that can be reimbursed is 3 times the total price of the package; this limitation does not apply to cases of personal injury, and to damage caused with intent and / or due to the fault of the organizer or trader.

#### **16. OBLIGATION OF ASSISTANCE**

The organizer is required to provide assistance to the traveller as provided for by art. 45 of the Code of Tourism, in particular by providing information on health services, local authorities and consular assistance. The organizer can demand payment of a reasonable price for such assistance if the problem underlying the need for assistance is intentionally caused by the traveller or by his own fault.

## 17. CLAIMS AND COMPLAINTS

Any failure in the performance of the contract must be challenged by the traveller to the organizer - either directly or through the trader - promptly (taking into account the circumstances) and during the travel so that the organizer, its local representative or the tourist guide can promptly remedy it. If not challenged, the compensation for damages will be reduced or excluded pursuant to art. 1227 of the Italian Civil Code. For the purpose of observance of the terms or periods of expiration of the right, the date on which the trader receives messages, requests or complaints as per the previous paragraph, is considered as the date of receipt also for the organizer.

## 18. ALTERNATIVE DISPUTE RESOLUTION MEANS

Pursuant to and for the purposes of art. 67 of the Code of Tourism, the organizer may propose to the traveller - in the estimate, in the documentation, on its own website or in other forms - alternative means of resolution of the disputes that arose. In such case, the organizer will indicate the type of alternative resolution proposed and the effects that such choice entails.

## 19. PROTECTION IN CASE OF INSOLVENCY OR FAILURE (Article 47 Code of Tourism)

Pursuant to art. 47, paragraphs 2 and 3 of the Code of Tourism, the contracts of organized travel are supported by suitable insurance policies or bank guarantees, which, for trips to any country (including Italy), ensure, in cases of insolvency or bankruptcy of the trader or organizer, the refund of the price paid for the purchase of the package and the immediate return of the traveller in the event that the package includes the transportation of the traveller, as well as, if necessary, the payment of food and accommodation before return.

The purchasers of the travel package sold pursuant to this agreement enjoy the guarantees referred to in art. 47 of the Code of Tourism through the adhesion of Girolibero srl to the Fondo di Garanzia Viaggi S.r.l. (Fund for Warranty of Travel S.r.l.) based in Rome, Via Nazionale 60 (www.garanziviaggi.it), whose contact details have been brought to the knowledge of the traveller.

## ADDENDUM OF THE GENERAL CONDITIONS OF CONTRACT FOR THE SALE OF INDIVIDUAL TRAVEL SERVICES

### A) REGULATORY PROVISIONS

Contracts relating only to the offer of the transport service, or the holiday, or any other separate travel service, can't be configured as a case of travel organization or travel package, hence do not enjoy the protections offered by the Directive (EU) 2015 / 2302 and of the Code of Tourism (Articles from 32 to 51 *nonies*) and are governed by the specific provisions related to the sale of the single service subject of the contract. The trader who undertakes to procure a disaggregated travel service to third parties, also through internet, is required to issue to the traveller the documents relating to this service, which illustrate the sum paid for the service and cannot, in any way, be considered as an organizer.

## B) CONTRACT CONDITIONS

To such agreements relating only to the offer of the transport service, or the holiday, or any other separate travel service, the following clauses of the general terms and conditions of sale contract for the above mentioned travel packages are also applicable: art. 5 (bookings); art. 6 (payments), art. 7 (price); art. 12 (obligations of the travellers); art. 15 (limits of redress), art. 17 (claims and complaints). The application of these clauses does not cause the classification of the relative agreement as a type of travel package. The wording of the aforementioned clauses relating to the travel package contract, should therefore be understood with reference to the corresponding figures of the contract for the sale of individual travel services.

## ADDITIONAL CONDITIONS

### REQUIREMENTS OF PARTICIPANTS

Each participant must be in a psychophysical state that allows him / her to carry out and complete the itinerary of the chosen holiday. People suffering from serious diseases, physical and mental disorders, diseases that need special care, must communicate it to the trader or the organizer during the booking phase, which in case of incompatibility with the level of difficulty of the holiday, can refuse the registration to the trip. For group tours, failure to comply with this rule may cause the exclusion during the holiday at the discretion of the tourist guide.

### BICYCLES

Each participant will receive a bicycle with a padlock. The traveller will be obliged to use and keep this bicycle carefully for the duration of the holiday, in order to return it free of damage and in the same condition in which has received it, except as for normal wear and tear. In the event of theft (regardless of the closure or not of the lock) or irreparable damage, the traveller will be required to pay the organizer the full cost of the bicycle; depending on the country and the model, this cost ranges from € 350 to € 600 for the muscle bike and from € 1,000 to € 3,500 for the electric bike/ pedal- assisted bike.

The rent of a new bike for the rest of the holiday will be fully paid by the traveller.

Compensation is also required in the event of theft or damage of the supplied accessories (e.g. locks, child seats, children's hangers, side bags, helmets ...). The amount varies depending on the country and the accessory and will be quantified by the organizer or the local supplier.

### SPECIAL MEALS AND DIETS

Meals included in the fee are set menu. Special diets (habits and / or allergies and serious intolerances) should be indicated in the booking form and are always subject to the availability of restaurateurs.

No refund is foreseen for meals not used for different reasons (including, but not limited to, time change or flight delay, optional excursions).

For requests subsequent to the already confirmed booking, the costs of file variation will apply; last minute requests will not be accepted.

**NB:** The request for special menu (see above) shall apply to the entire duration of the trip, for all meals included in the fee.

## EXCURSIONS, GUIDED TOURS AND MUSEUMS

For reasons not due to the organizer \*, excursions and scheduled visits may be cancelled or the order may be changed. If possible, they will be replaced with other visits. The costs of the entrances described in the individual programs are only indicative and are subject to change.

The visits indicated as "guided" are carried out with the support of a local guide.

\* For example: ongoing religious services, change of hours / days of visit, high tourist flow, causes of force majeure.

## MANDATORY COMMUNICATION

Pursuant to Article 16 of Law 269 of October 3, 1998. The Italian law punishes with imprisonment crimes related to prostitution and child pornography, even if such crimes are committed abroad.

## PRIVACY

Personal data acquired for the purpose of booking / implementation of the travel package will be processed by Girolibero S.r.l., the controller, in paper and electronic form, for the purpose of finalizing and executing the agreement with the customer/data subject. The provision of data is necessary for the execution of the contract. The data will be communicated only to the suppliers of the services included in the travel package, including but not limited to, air carriers, hotels and insurance companies, as this is necessary for the purpose of the performance of the agreement by Girolibero, or for third parties who provide organizational support for Girolibero (e.g. accountant). The traveller, may at any time, exercise the rights provided from articles from 15 to 21 of the GDPR - that is the right of access, of updating, of rectification, of erasure, of blocking of data and right to data portability, by contacting GIROLIBERO Tour Operator at the email [privacy@girolibero.it](mailto:privacy@girolibero.it). The full version of the Privacy Policy of Girolibero S.r.l. has been delivered to the traveller and is signed together with the booking form.

## TECHNICAL DATA SHEET

Technical organization: Girolibero srl carries out the activity of TRAVEL AGENCY & TOUR OPERATOR in Vicenza, Via Conforto da Costozza 7, valid Administrative Authorisation of the district of Vicenza with Decree no. 51623 of 30.07.2015; fiscal code and registration at Vicenza Companies Register no. 03794470249.

Insurance guarantee: UnipolSai Insurance, no. 1/72935/319/4151000.

Accreditation for IATA certification (International Air Transport Association) No. 38-20048-1.

Girolibero joins the travel guarantee fund by Garanzia Viaggi S.r.l., Via Nazionale 60, Rome.

All prices are in Euro.





# YOUR PRIVACY AT A GLANCE



## WHAT KIND OF DATA DO WE PROCESS?

(articles 1, 2)

Personal data:

- full name
- date / place of birth
- contact details (telephone, e-mail)
- residence address
- copy of the document of identity
- banking data
- data useful for fiscal management

Sensitive data, for example:

- state of health, allergies (if any), handicap
- religious convictions
- racial or ethnic origin



## WHY?

(articles 3, 4)

- To organize and manage your trip, answering also to particular needs (e.g special diets for food allergy)
- To contact you before and during the trip (e.g sending an estimate, sending of informative material)
- To fulfill legal and fiscal obligations (e.g archive of accounting documents) **(NB: Your consent for these purposes is necessary).**
- To send you communications regarding other trips (e.g sending newsletters or paper promotional material) **(NB: Your consent for these ends is optional).**



## TO WHOM WE PROVIDE DATA

(articles 5, 6)

- To employees and collaborators of Girolibero srl (e.g. reservation staff, tourist guides)
- To service providers of Girolibero srl (e.g hotels, baggage carriers, transfer company, bike rental)
- To professionals who support the management of Girolibero srl (e.g. accounting firm, insurer)

**NB:** If you travel to extra-European countries your data will be communicated to collaborators / suppliers that are not obliged to comply with the European legislation and the level of protection could be different and lower than that expected in Europe.



## HOW AND FOR HOW LONG WE STORE DATA

(articles 7, 8)

- The data is archived electronically and in paper, with access limited only to those who manage your trip and to the administration
- Data is stored for a duration of 10 years from your trip or last contact with us



## YOUR RIGHTS

(articles 9, 10, 11)

At any time you can:

- know which of your data we process
- ask us to modify or to delete them
- withdraw consent to marketing actions, if previously authorized
- report to the competent authorities, any eventual abuse or breach of personal data

**Read the complete privacy policy which follows and do not hesitate to contact us for clarifications at the email address [privacy@girolibero.it](mailto:privacy@girolibero.it)**

# INFORMATION ON THE PROCESSING OF PERSONAL DATA

pursuant to art. 13 of the General Data Protection Regulation - EU Reg. 2016/679 ("Privacy Policy")

## 1. PERSONAL DATA PROCESSED

1.1. For the negotiation, establishment and management of the contractual relationship with the customer/ data subject, the Company/controller processes personal data of the customer/data subject, in particular of natural persons related to it, which include: full name, date and place of birth, details and/or copies of the identity documents and fiscal code, contact data (telephone, e-mail, address), residence address, banking data and other data necessary or useful for the management, also from a fiscal perspective, of the relations with the customer/data subject. Each subject with whom the Company/controller interacts, declares to be authorized or, in any case, to have the power to lawfully transmit to the Company/controller, personal data necessary for the establishment, management and execution of the travel contract, in particular those of the other travellers.

## 2. PARTICULAR CATEGORIES OF PERSONAL DATA

2.1. The Company / controller, always with the purpose of the establishment and management of the contractual relationship with the data subject, may process information belonging to the particular categories of personal data described in art. 9 of the Regulation, which include:

- The state of health - for example in the case in which the customer / data subject communicates particular allergies or food intolerances that the Company / controller must take into account in the management of the travel package, or other needs related to health issues;
- Data revealing religious or philosophical beliefs - for example in the event that the customer/ data subject communicates particular nutritional needs related to religion, or requires that the days off coincide with specific religious holidays;
- Data revealing the racial or ethnic origin - as may appear, for example, from identity documents or other material provided by the customer/data subject for the signature, management and fulfillment of the contract with the Company.

2.2. With regard to employees, as for data processed by the occupational doctor who is responsible for carrying out the tasks provided for by Legislative Decree 81/08 and the other provisions on hygiene and safety in the workplace, for fulfilling the prior and periodic medical assessments, such data will be processed only by the same doctor as an independent data controller.

## 3. PURPOSES OF THE PROCESSING AND ITS LAWFULNESS

3.1. Pursuant to the principles of correctness, lawfulness and transparency, the Company/controller collects personal data for the management of the relationship with the customer/data subject in the pre-contractual and contractual phases, for the purposes and on the basis of the conditions of lawfulness indicated below.

**Management and execution of pre-contractual and contractual obligations**, stemming from the travel contract with the customer/data subject, including but not limited to, the management of the personal data file, the organization and the support to the customer/data person during the trip. Legal Basis: Processing permitted as necessary for the implementation of a contract of which the data subject is a party, or for the execution of pre-contractual measures adopted at the request of the same - art. 6.1. (b) of the Regulation.

### Fulfillment of legal obligations

(i.e. processing and filing of accounting documents relating to the relationship with the customer/data subject, communications to the competent bodies) to which the Company/controller is subject to, according to national and international, regulations

relating, for instance, to tax, administrative accounting and anti-money laundering matters. Legal Basis: Processing permitted as necessary to fulfill a legal obligation to which the controller is subject to - art. 6.1 (c) of the Regulation. Direct marketing activities by sending communications or material (eg via e-mail) regarding products / services similar to those already provided by the Company / controller to the customer / data subject.

Legal Basis: Processing permitted, as necessary for the pursuit of a lawful interest of the controller - art. 6.1. (f) of the Rules. The lawful interest of the controller is represented by the promotion of its activity through direct marketing - see Recital no. 47 of the Regulation.

## 4. MANDATORY OR OPTIONAL PROCESSING

4.1. The provision of personal data by the customer/data subject, or by the natural persons connected to it for the purposes described in articles 3.1 (a) and 3.1. (b) is optional but is necessary for establishing, managing and executing the contractual relationship with the Company/controller. Any refusal to supply the data, in whole or in part, may cause the impossibility for the Company/controller to give rise to, or execute the contract, or to correctly perform all the obligations related to the contract.



## COMPLETE AND SIGN

4.2. The provision of personal data by the customer/data subject, or by the natural persons connected to it, for the purposes referred to in art. 3.1.c., is optional. Any refusal to supply them in whole or in part does not adversely affect the possibility for the Company/controller to give rise to, or execute the contract, or to correctly perform all the obligations related to the contract.

### 5. CATEGORIES OF RECIPIENTS

5.1. Personal data may be communicated, exclusively for the purposes indicated above, to the following subjects or categories of subjects:

subjects to whom the communication is necessary for the establishment, management and fulfillment of the contract by the Company/controller:

- a. natural persons authorized in writing by the Company/controller pursuant to art. 29 of the Regulation in order to perform their job responsibilities (e.g. employees, system administrator, etc.);
- b. professionals and collaborators which support the Company for the activities performed for the data subject (eg tourist guides / tour leaders, companies that deal with transportation, hotels, business partners of the Company / controller who have organized all or part of the trip);
- c) professionals and service companies for the administration and management of the Company/controller, which operate on behalf of the Company/controller for its internal purposes (e.g. accountants, consultants);
- d) subjects, entities, authorities to whom is mandatory to communicate the data of customers /data subject, according to law provisions and orders of the authorities.

5.2. With regard to paragraphs a, b), c) of art. 5.1, the Company/controller undertakes to rely on subjects that provide adequate guarantees regarding data protection, and to appoint such subjects, to the extent this is advisable, as data processors under art. 28 of the Regulation.

### 6. DATA TRANSFER

6.1. Personal data may be transferred outside the European Union solely for the fulfillment of the requests of the customer / data subject and when such transfer is necessary for the management and fulfillment of contracts with the customer / data subject, with regard to travels of the customer / data subject in non-European countries. Transfers of personal data of the customer/data subject outside the European Union shall occur: with regard to business partners, accommodation facilities, tour leaders, tourist guides, transport companies and other external operators which support the Company / controller for the management and fulfillment of contracts with the customer / data subject (eg for the management of customers traveling with travel packages organized by the partners). The Company / controller organizes trips and has stable partnerships with commercial partners situated in non-European countries.

With regard to recipient countries, please note that for certain countries listed below, following an appropriate analysis, the European Commission has issued a decision about the adequacy of the level of protection of personal data guaranteed in such countries: (Andorra, Argentina, Canada, Faer Oer, Guernsey, Isle of Man, Israel, Jersey, New Zealand, Switzerland and, in the context of ad hoc international agreements, Australia, Uruguay and USA. Other recipient countries may present potential risks for the protection of personal data in relation to regulatory, cultural or socio-political factors in place in the country.

6.2. In all cases of transfer of personal data outside the European Union, the Company/controller agrees:

- a. to transmit only the data necessary for the purposes described above;
- b. to obtain from the recipient the appropriate security and confidentiality obligations with respect to the personal data transmitted, a commitment to use such data exclusively for the implementation of the relations with the Company/controller, besides the appropriate protections for the exercise of the rights to which the collaborator/ data subject is entitled, as well as for the case of data-breach;
- c. to inform the customer/data subject before sending personal data to non-European countries that have not been indicated in this Privacy Policy.

### 7. PROCESSING METHODS

7.1. Personal data are stored in the archives of the Company/controller and are processed using paper and electronic means, without prejudice to the adoption of appropriate security measures to avoid unlawful processing.

7.2. Processing of personal data is based on the principles of minimization, correctness and transparency. Only personal data necessary for the purposes described will be processed, and will be accessible only to the staff involved in the activities necessary for the purposes described.

### 8. TERM OF CONSERVATION OF PERSONAL DATA

8.1. Personal data is kept for the entire duration of the contractual relationship with the customer/data subject, and also subsequently, for the 10-year term from the termination of this relationship, in consideration of the mandatory term for keeping the accounting records and of the expiration period of any claims arising from the relation between the Company / controller and the customer/data subject, as required by law.

8.2. In the event that litigation arises between the Company/controller and the customer/data subject, the retention period will be extended for the duration of the dispute and for the 10 years following its final settlement (e.g. settlement agreement or final judicial decision).

### 9. RIGHTS OF THE DATA SUBJECT

9.1. At any moment, any data subject may exercise towards the Company/controller, the rights provided for in art. 15 to 22 of the Regulation, i.e. the right to ask for:

- a. access to personal data, or to be informed by the Company/controller of his/her personal data held by the Company/controller, the purposes for which these data are processed, their origin and other information required by art. 15 of the Regulation;
- b. the rectification of personal data in case of inaccuracy of the same;
- c. the cancellation of personal data (so-called 'right to be forgotten');
- d. the limitation of the processing of personal data, or the right to obtain the suspension of the processing of personal data for the period necessary to verify the request for rectification of personal data, or in other cases provided for by art. 18 of the Regulation.

Furthermore, the data subject is entitled to the following rights:

- e. the right to the portability of data, i.e. the right to receive personal data in a structured, commonly used and machine-readable format - even by requesting the direct transfer to another controller (with respect to data whose processing is carried out by automated means);
- f. the right to lodge a complaint with the Data Protection Authority, or with the Control Authority of the place where he/she resides, works or where the violation took place, if he/she considers that the processing of personal data occurred in violation of the Regulation.

9.2. Requests must be sent in writing to the Company/controller or to the Data Protection Officer (DPO) at the addresses indicated below.

### 10. DATA CONTROLLER

10.1. The data controller is the company Girolibero S.r.l., with registered office at Via Conforto da Costozza 7, 36100 Vicenza (VI). Requests for clarification on this Privacy Policy and the requests for the exercise of the rights described here can be sent to: tel. 0444 1278.400 - privacy@girolibero.it

### 11. CONTACT DETAILS OF THE DATA PROTECTION OFFICER

11.1. The Person in charge for the protection of data (DPO – Data Protection Officer) as provided for in article 37 of the Regulation may be contacted at the address:  
Via Conforto da Costozza 7  
36100 Vicenza (VI)  
tel. 0444 1278.400  
privacy@girolibero.it  
The contact information, continuously updated by the DPO is available on the Website in the appropriate section.

For the processing of personal data pursuant to art. 9 of the Regulation, as indicated in art. 2.1. of the Privacy Policy, exclusively for the purposes described in this Privacy Policy.

I AGREE  I DO NOT AGREE

(consent required for the fulfillment by the Company / controller of its obligations in performance of the contract with the customer / data subject).

### ONLY FOR TRIPS IN COUNTRIES OUTSIDE THE EUROPEAN UNION:

For the transfer of my personal data outside the European Union, pursuant to Article 6 of the Privacy Policy, in particular in the countries listed in Article 6.1, considering that some of such countries provide personal data protection levels lower to those currently guaranteed in the European Union,

I AGREE  I DO NOT AGREE

(Consent compulsory for the fulfillment by the Company / controller of its obligations in performance of the contract with the customer / data subject in the case of travel with destination in non-European countries)

\*\*

**The consent may be withdrawn at any time; however, such withdrawal does not affect the lawfulness of processing based on such consent, prior to its withdrawal**

**Signature for acknowledgment and confirmation of receipt:**

(place)

(date)

Signature (digital or by filling in the complete name, in his own name as well as in the name and on behalf of the persons registered in the sale proposal):

NAME IN BLOCK LETTERS