

General terms and conditions

of the Italiaplus Travel & Events GmbH management: Christine Rhodovi & Barbara Stadlmann, Biebricher Allee 177, 65203 Wiesbaden, Germany, hereinafter referred to as tour operator (as of 04/2019)

1. Preliminary remark

The following provisions become, as far as effectively agreed, content of the travel contract between the customer and the tour operator. They supplement the statutory provisions of Sec. 651 a -y BGB (*Bürgerliches Gesetzbuch* - German Civil Code) and Art. 250 and 252 EGBGB (*Einführungsgesetz zum Bürgerlichen Gesetzbuch* - Introductory Act to the Civil Code). These travel conditions do not apply to individually arranged services (e.g. admission tickets as individual services as well as the arrangement of associated travel services within the meaning of Sec. 651 w BGB (German Civil Code). You will receive separate information about these in each case).

2. Conclusion of the travel contract

- 2.1 The booking (travel registration) of the customer shall be considered as a binding offer by the customer to the tour operator for the conclusion of the travel contract. This offer is based on the tour description and the supplementary information of the tour operator for the respective tour, insofar as these are available to the customer.
- 2.2 Travel agents and service providers (e.g. hotels, transport companies) are not authorized by the tour operator to make agreements, provide information or make assurances that alter the agreed content of the travel contract, go beyond the contractually agreed services of the tour operator or contradict the travel advertisement.
- 2.3 Town and hotel brochures that are not issued by the tour operator are not binding for the tour operator and its obligation to perform unless they have been made the subject of the travel advertisement or the content of the tour operator's obligation to perform by express agreement with the traveler.
- 2.4 Bookings can be made verbally, in writing, by telephone, fax or electronically (e-mail, Internet). In the case of the aforementioned forms of booking, the tour operator confirms receipt of the booking electronically without undue delay.
- 2.5 The customer shall be responsible for all contractual obligations of persons for whom he makes the booking in the same way as he shall be responsible for his own booking, provided that he has assumed this obligation by express and separate declaration.
- 2.6 The contract shall come into effect upon receipt of the tour operator's declaration of acceptance. It does not require any particular form. At or immediately after the conclusion of the contract, the tour operator will send the customer a written travel confirmation. He is not obliged to do this if the booking is made by the customer less than 7 working days prior start of the journey.
- 2.7 If the content of the tour operator's declaration of acceptance differs from the content of the booking, this shall be considered as a new offer by the tour operator, to which he shall be bound for a period of ten days. The contract is concluded on the basis of this new offer if the customer declares acceptance to the tour operator within the commitment period by means of an express declaration, advance payment or outstanding payment.
- 2.8 In the case of services expressly and unambiguously designated as mediated and external in the brochure, the travel documents, and other declarations, the tour operator shall only be considered as a travel agent. In case of such travel agency sales, contractual liability shall be excluded with the exception of physical injury, unless intent or gross negligence is the case, main obligations from the travel agency contract are concerned, a reasonable opportunity for the conclusion of an insurance exists or there is a lack of conditions contractually agreed upon. The tour operator shall only assume liability for the mediation, but not for the mediated services themselves (see Sec, 675, 631 BGB). The provisions of section 2.1 shall apply mutatis mutandis to the conclusion of the contract.
- 2.9 If you do not have access to our travel and payment conditions when registering by telephone, we will send them to you with the travel confirmation/invoice. If you do not object to them within 10 days after receipt - in the case of short-term bookings, i.e. from 10 days before the start of the journey, immediately - the travel contract shall be deemed as concluded under these conditions.
- 2.10 Please inform us immediately if you as the travel applicant have not received your travel documents from us at least 5 days prior to departure. In this case - provided that you have paid - we will send the travel documents immediately or deposit them in the booked object for you. If you do not notify us and do not travel due to missing travel documents, we will have to treat this as a cancellation at your expense.

3. Payment / travel documents

- 3.1 Within one week after receipt of the travel confirmation/invoice, please transfer the advance payment in the amount designated on the travel confirmation/invoice. This amounts to 40 % (rounded up to full EURO) of the total price of the invoice and at least EURO 50.00 per booking. The remaining amount shall be paid 30 days prior to departure without further request. The complete travel documents, if required and/or intended for the journey (e.g. hotel voucher or transport ticket) will be handed over after receipt of the remaining amount, at the latest 7 days prior start of the journey.
- 3.2 Contracts concluded within two weeks prior to the commencement of the journey shall oblige the traveller to immediately pay the entire price of the journey concurrently (*Zug um Zug*) against handover of the complete travel documents, insofar as these are required and/or intended for the journey (e.g. hotel voucher or transport ticket).
- 3.3 If we offer direct debit and you have given your consent, or the tour operator allows payment by credit card and the customer makes use of it during the booking process, the debits from your account will be made at the same time.
- 3.4 If the customer does not make the advance payment and/or the outstanding payment in accordance with the agreed payment due dates, the tour operator is entitled to withdraw from the travel contract after issuing a reminder and setting a deadline and to charge the customer with withdrawal costs in accordance with section 6.2 sentence 2 to 6.7.

- 3.5 Your journey is insolvency-secured according to Sec. 651 k BGB. The security certificate will be sent to you with the travel confirmation/invoice. A security certificate is only issued for flat rates with more than two performance components. When booking a hotel, the tour operator acts as an agent within the meaning of the German Civil Code (BGB).
- 3.6 If the journey does not last longer than 24 hours, does not include an overnight stay and does not exceed the travel price of € 75, - per customer, then payments on the travel price may be demanded also without delivery of a security certificate.

4. Services and changes to services

- 4.1 The booked services are not subject to the supervision of a tour guide appointed by the tour operator (unless otherwise stated in the tour description).
- 4.2 Arrival and return travel are in your own responsibility unless a transport service has been booked with the tour operator. The customer receives a description of how to get to the booked accommodation together with the travel documents.
- 4.3 The scope of the contractual services results exclusively from the service description of the tour operator, which is contained in the brochure valid at the time of the journey or the description on the Internet, as well as from the information referring to this in the travel confirmation.
- 4.4 Accommodation may only be occupied by the maximum number of persons indicated, unless the possibility of additional occupancy is expressly stated. Similarly, the accommodation may only be occupied by the maximum number of persons specified in the travel confirmation, whereby children, regardless of age, also count as full persons. Persons not indicated at the time of booking may be refused on arrival.
- 4.5 Brochure and catalog details, as well as details on the Internet portal www.italiaplus.de and in individually submitted offers, are binding for the tour operator. However, the tour operator expressly reserves the right, for objectively justified, substantial and unforeseeable reasons, to declare a concrete change to the brochure and price information prior to the conclusion of the contract, of which the traveler will, of course, be informed prior to booking.
- 4.6 Changes of essential travel services from the agreed content of the travel contract, which become necessary after the conclusion of the contract and were not brought about by the tour operator against good faith, are only permitted if the changes are not substantial and do not affect the overall design of the journey.
- 4.7 Any warranty claims shall remain unaffected if the changed services are defective.
- 4.8 The tour operator shall inform the customer about essential changes in services immediately after becoming aware of the reason for the change.
- 4.9 In the event of a substantial change in an essential travel service, the customer is entitled to withdraw from the travel contract free of charge or to demand participation in a journey of at least equal value if the tour operator is in a position to offer such a journey from his offer without additional charge for the customer. The customer has to assert these rights immediately after the tour operator has declared the change of the travel service or the cancellation of the journey.

5 Price changes

- 5.1 The tour operator may demand price increases of up to 8% of the total travel price after conclusion of the contract if an increase in transport costs, charges for certain services, such as airport or parking fees, or a change in the exchange rates applicable to the journey in question is verifiably taken into account and substantiated after conclusion of the contract. Price increases based on the aforementioned circumstances shall only be permissible to the extent that the increase has an effect on the travel price calculated specifically on the basis of the transport, tax and exchange rate components.
- 5.2 A price increase can only be requested up to the 21st day before the agreed departure date. The tour operator shall inform the traveler immediately after becoming aware of the reason for the price increase of any price change permitted under Clause 5.1.
- 5.3 In the event of price increases of more than 8% of the total travel price after conclusion of the contract, the traveller may withdraw free of charge or instead demand participation in another journey of at least equal value if the tour operator is in a position to offer such a journey to the traveler from his portfolio without additional charge.
- 5.4 The rights according to Clause 5.3 have to be asserted by the traveler immediately after the declaration of the tour operator.

6. Withdrawal by the customer before commencement of travel/cancellation costs

- 6.1 The customer may withdraw from the journey at any time before the start of the journey. The withdrawal has to be declared to the tour operator with an indication of the travel order number under the following address and - without exceptions - in advance via email to info@liguriaplus.com If the journey was booked via a travel agency, the cancellation can also be declared vis-a-vis this agency. In order to avoid misunderstandings, the customer is strongly advised to declare his withdrawal in writing and by email.
- 6.2 If the customer withdraws prior to the start of the journey or does not go on the journey, the tour operator loses the claim to the tour price. Instead, the tour operator may, insofar as the withdrawal is not his fault or in the event of force majeure, demand reasonable compensation for the travel arrangements made up to the time of cancellation and his expenses depending on the respective tour price.
- 6.3 The Tour Operator has phased this claim for compensation, that means taking into account the proximity of the time of withdrawal to the contractually agreed commencement of the journey as a lump sum percentage of the tour price, and taking into account expenses saved in the normal course of business and other possible uses of the travel services when calculating the compensation. The compensation shall be calculated as follows after the date of receipt of the customer's notice of withdrawal:
- a) For all types of travel (except holiday flats/houses)

Up to 45 days before the start of the journey 25%
from the 30th day before the start of the journey 40%
from the 24th day before the start of the journey 50%
from the 17th day before the start of the journey 60%
from the 10th day before the start of the journey 80%
from the 3rd day before the start of the journey until the day of the start of the journey or in the event of non-commencement of the journey 90 %

of the travel price

b) For contracts concerning holiday flats/holiday homes

Up to 60 days before the start of the journey 25%
from the 59th day until the 36th day before the start of the journey 50%
from the 35th day until the 3rd day before the start of the journey 80%
from the 2nd day before the start of the journey until the day of the start of the journey or in the event of non-commencement of the journey 95%

of the travel price

For some programs, such as admission tickets or train tickets, different conditions may apply.

- 6.4 If two or more persons have booked a double or shared room together and no substitute person replaces a withdrawing participant, the tour operator is entitled to demand the full room rate or, if possible, to accommodate the remaining participants elsewhere.
- 6.5 In the event of cancellations, scheduled flight tickets already issued or other documents issued by the tour operator must be returned, otherwise, the tour operator will have to charge the full price.
- 6.6 In any case, the customer is at liberty to prove to the tour operator that he has suffered no damage at all or considerably lower damage than the flat rate demanded by him.
- 6.7 The tour operator reserves the right to **demand a higher, specific compensation** by rejecting the above packages. In this case, the tour operator is obliged to quantify and substantiate the claimed compensation taking into account the saved expenses and any other use of the travel services.

7 Rebookings

- 7.1 After the conclusion of the contract, the customer is not entitled to any changes to the travel date, destination, place of departure, accommodation or mode of transport (rebooking). If a rebooking is nevertheless made at the customer's request, the tour operator may charge a rebooking fee per customer.

This amounts to:

- a) for all types of travel (except holiday flats/houses) up to the 45th day before the start of the journey € 50,- per transaction
- b) for contracts for holiday flats/houses up to the 60th day before the start of the journey € 50,- per transaction.

The customer is at liberty to prove that no rebooking costs have been incurred or that they are significantly lower.

- 7.2 Any rebooking requests by the customer which are made after the expiry of the time limits can only be carried out after withdrawal from the travel contract in accordance with Clauses 6.1 to 6.7 under those terms and conditions and simultaneous re-registration, provided that such rebooking is possible at all.

8 Force majeure

- 8.1 Information regarding termination due to force majeure: If the journey is considerably impeded, endangered or compromised as a result of force majeure not foreseeable at the time of conclusion of the contract, both parties to the contract may terminate the contract in accordance with Sec. 651 j BGB.
- 8.2 If the contract is terminated in accordance with Clause 8.1, the provisions of Section 651e § 3 Sentence 1 and 2, § 4 Sentence 1 BGB shall apply; the additional costs for return transport shall be borne equally by each party. Apart from that, the additional costs shall be borne by the customer.
- 8.3 Travel information from the Federal Foreign Office is available on the Internet at www.auswaertiges-amt.de and by calling +49 30 5000-2000.

9 Services not used

If the customer does not make use of individual travel services that have been duly offered to him for reasons attributable to him (e.g. because of early return or for other compelling reasons), he shall not be entitled to pro-rata reimbursement of the travel price. The tour operator will endeavor to have the saved expenses reimbursed by the service providers. This obligation shall not apply if the services concerned are completely insignificant or if reimbursement is contrary to statutory or administrative provisions.

10 Withdrawal due to failure to reach the minimum number of participants

The tour operator can only withdraw from the travel contract due to failure to reach the minimum number of participants if he

- a) has stated the minimum number of participants in the respective travel advertisement and the time by which the traveler must have received the declaration at the latest before the contractually agreed start of the journey, and
- b) has clearly and legibly referred to this information in the travel confirmation.

Cancellation must be declared to the customer at the latest 35 days before the agreed commencement of the journey.

Should it be apparent at an earlier point in time that the minimum number of participants cannot be reached, the tour operator must immediately exercise his right of withdrawal.

If the journey is not carried out, for this reason, the customer shall immediately receive his payments made on the travel price back.

11 Termination for conduct-related reasons

The tour operator can terminate the travel contract without notice if the customer or one of his tour participants, notwithstanding a warning from the tour operator, is disrupting the journey continuously, if his further participation is no longer reasonable for the other tour participants or if he behaves contrary to contract to such an extent that the immediate cancellation of the contract is justified. If the tour operator cancels the contract, he retains his claim to the travel price; however, he shall take into account the value of the saved expenses as well as those benefits which he obtains from another usage of the unclaimed services, including the amounts he obtained from the service providers. Claims for damages in other respects remain unaffected.

12 Obligations of the customer

12.1 Notice of defects

If the journey is not performed in accordance with the contract, the customer may demand a remedy. However, the customer shall notify the tour operator immediately (without undue delay) of any deficiency in the travel service that has occurred. **If the tour operator is unable to remedy the situation due to a culpable omission of the notice of defects, the customer can neither assert claims for a reduction of the purchase price according to Sec. 651m BGB nor claims for damages according to Sec. 651n BGB.** This shall not apply only in the case that the notice is clearly futile or unreasonable for other reasons.

The customer shall immediately inform the tour guide at the holiday destination of his notice of defects. If a tour guide is not available at the holiday destination, the tour operator must be informed of any travel defects at his place of business. The customer will be informed about the availability of the tour guide or the tour operator in the service description, at the latest, however, with the travel documents. The tour guide is instructed to remedy the situation as good as possible. However, he is not authorized to admit any claims of the customer.

12.2 Deadline for notice of termination

If a customer wishes to terminate the travel contract due to a deficiency in the travel service for the reason described in Sec. 615 c BGB due to unreasonableness, he shall set a reasonable period of time for remedy to the tour operator first. This shall not apply only in the case if a remedy is impossible or is refused by the tour operator or if the immediate termination of the contract is justified by a special interest of the customer that is recognizable to the tour operator.

12.3 Loss and delay of baggage

The tour operator strongly recommends that damage or delays in delivery during air travel are reported to the responsible airline immediately on the spot by means of a damage report (P.I.R.). Airlines generally refuse refunds if the claim form has not been completed. In the event of loss of luggage, the damage report must be submitted within 7 days, in the event of delay within 21 days of handover. Otherwise, the loss, damage or misdirection of luggage must be reported to the tour guide or the local representative of the tour operator.

12.4 Travel documents

The customer must inform the tour operator if he does not receive the necessary travel documents (e.g. flight ticket, hotel vouchers) within the period specified by the tour operator.

12.5 Damage mitigation obligation

The customer shall prevent the occurrence of any damage as far as possible and keep any damage incurred to a minimum. In particular, he must inform the tour operator to the risk of damage.

13 Limitation of liability

13.1 The tour operator's contractual liability for damages other than bodily injury is limited to three times the travel price.

- a) insofar as damage to the customer is caused neither intentionally nor by gross negligence, or
- b) insofar as the tour operator is responsible for any damage incurred by the customer solely due to the fault of a service provider.

13.2 The tour operator's tortious liability for property damage that is not based on intent or gross negligence is limited to three times the travel price. This maximum liability applies per customer and per travel. Any further claims in connection with baggage under the Montreal Convention remain unaffected by this restriction.

13.3 The tour operator is not liable for service disruptions, personal injury and damage to property in connection with services which are merely brokered as third-party services (e.g. excursions, sporting events, visits to the theatre, exhibitions, transport services to and from the advertised place of departure and destination), if these services are expressly identified as third-party services in the travel advertisement and the booking confirmation, stating the brokered contractual partner, so clearly that they are - recognizable to the customer - not part of the tour operator's travel services.

However, the tour operator shall be liable

- a) for services which include the transport of the customer from the advertised place of departure of the journey to the advertised place of destination, intermediate transport during the journey and accommodation during the journey,
- b) if and to the extent that the breach of the tour operator's duties to inform, clarify or organize has become the cause of damage to the customer.

13.4 In the case of contracts for holiday flats/houses, liability for occasional failures or disruptions in the water and/or electricity supply is excluded, as is a liability for the permanent operational readiness of facilities such as heating, air conditioning, lift, swimming pool, etc.

14 Exclusion of claims

14.1 The customer shall assert claims due to the non-contractual provision of the journey within 24 months of the contractually agreed date of completion of the journey. The assertion can only be made in due time vis-a-vis the tour operator at the address given below / above.

14.2 However, this shall not apply to the period for filing damage to baggage, delays in the delivery of baggage or loss of baggage in connection with flights pursuant to Clause 12.3. These have to be reported within 7 days in case of loss of luggage, within 21 days in case of luggage delay after handover.

15 Obligations to provide information on the identity of the operating air carrier

15.1 The EU regulations on informing passengers of the identity of the operating airline oblige the tour operator to inform the customer of the identity of the operating airline of all air transport services to be provided within the scope of the booked journey at the time of booking.

15.2 If the operating airline has not yet been determined at the time of booking, the tour operator shall inform the customer of the airline or airlines that will probably operate the flight.

15.3 As soon as the tour operator knows which airline will operate the flight, he must inform the customer.

15.4 If the airline named to the customer as the operating airline changes, the travel operator must inform the customer of the change. He shall immediately take all reasonable steps to ensure that the customer is informed of the change as soon as possible.

15.5 The list of air carriers subject to an operating ban in the EU ("Community list") can be found on the following website: <http://www.eu-info.de/leben-wohnen-eu/schwarze-liste-flugzeugesellschaften/>.

16 Passport, Customs, Visa and Health Regulations

16.1 The travel operator will inform citizens of a country of the European Communities in which the tour is offered about passport, visa and health regulations prior to the conclusion of the contract and about any changes thereto prior to the start of the journey. For citizens of other countries, the responsible consulate provides information. It is assumed that there are no particularities in the person of the customer and any accompanying passengers (e.g. dual nationality, statelessness).

16.2 The customer is responsible for obtaining and carrying the necessary travel documents, any necessary vaccinations and shall comply with customs and foreign exchange regulations. Customs and foreign exchange regulations are very strict in various countries, so be sure to read them carefully and follow them closely. Some countries require certain vaccination certificates, which can not be younger than 8 days and not older than 3 years (smallpox) or 10 years (yellow fever). Such vaccination certificates must also be presented to German authorities if you return from certain countries (e.g. Africa, Middle East). Disadvantages resulting from non-compliance with these regulations, e.g. the payment of cancellation costs, shall be borne by the customer. This does not apply if the tour operator has culpably not, insufficiently or incorrectly informed.

16.3 The tour operator shall not be liable for the timely issue and receipt of the necessary visa by the respective diplomatic representation if the customer has commissioned him with the acquisition unless the tour operator has culpably violated his own obligations.

17 Choice of law

17.1 German law applies exclusively to the contractual relationship between the customer and the tour operator. This also applies to the entire legal relationship.

17.2 Insofar as German law is not applied to the liability on the merits of the tour operator in actions brought by the customer against the tour operator abroad, German law shall apply exclusively with regard to the legal consequences, in particular with regard to the type, scope and amount of the customer's claims.

18 Data protection

18.1 **The collection and processing of all personal data are carried out in accordance with the European legal data regulations. The personal data provided by the customer to the tour operator will be electronically processed and used to the extent necessary for the execution of the contract.**

18.2 **Data transfer to government agencies or authorities is only carried out within the framework of valid legal provisions.**

18.3 **You can find further information on how we handle your data in our privacy policy:**
<https://italiaplus.com/privacy-policy.html>

19. General provisions/recommended insurances

- 19.1 All information in our brochures or on the homepage www.italiaplus.com is published subject to legal or official approvals. Details of these brochures are as of the date of going to press.
- 19.2 With the publication of new brochures, all our previous publications on identical destinations and dates lose their validity.
- 19.3 No liability shall be assumed for printing and calculation errors.
- 19.4 The invalidity of any part of these conditions shall not affect the validity of the remaining provisions.
- 19.5 The customer is otherwise not insured by the tour operator. The tour operator strongly recommends the conclusion of travel health insurance as well as insurance to cover the repatriation costs in case of an accident or illness or a complete travel insurance package. The respective insurance conditions of the insurance company apply. The tour operator is only an agent for these services. The customer is insured against accidents by the individual transport companies (e.g. airlines) in accordance with the applicable regulations.

20 Place of jurisdiction

- 20.1 The customer can only sue the tour operator at its registered office.
- 20.2 The domicile of the customer is decisive for legal actions of the tour operator against the customer. For lawsuits against customers or contractual partners of the travel contract who are merchants, legal entities under public or private law or persons who have their place of residence or habitual abode abroad or whose place of residence or habitual abode is not known at the time the lawsuit is filed, the place of jurisdiction shall be the registered office of the tour operator.
- 20.3 The above provisions shall not apply,
- a) if and to the extent that contractually non-negotiable provisions of international agreements applicable to the travel contract between the customer and the tour operator provide otherwise in favor of the customer, or
 - b) if and to the extent that provisions applicable to the travel contract in the EU member state to which the customer belongs are more favorable to the customer than the following provisions or the corresponding German regulations

21 Consumer dispute resolution/OS platform and assignment

- 21.1 The European Commission provides a platform at <http://ec.europa.eu/consumers/odr/> for the online resolution of consumer legal disputes.
- 21.2 Italiaplus GmbH is currently not participating in this voluntary procedure for alternative dispute resolution. Therefore, the OS platform cannot be used by our customers.

22 Information about the tour operator:

Italiaplus Travel & Events GmbH
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Tax number: 40 236 40676
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As of April 2019