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## GENERAL TERMS AND CONDITIONS FOR THE SALE OF TOURIST PACKAGES

Object and content of the contract of sale of tourist packages

Curiousitalia snc di M. Carbonari e G. Tonti organises and sells tourist packages and acts as an intermediary for individual tourist services. The services and tourist packages present on the website [www.curiousitalia.com](http://www.curiousitalia.com) will be offered for sale at the conditions described below and communicated at the time of the booking request.

The description of the tourist package contained in the separate travel programme, as well as the booking confirmation of the services requested by the traveller, form an integral part of the travel contract as well as the general conditions that follow.

The confirmation is sent by the tour operator to the traveller or to the travel agency or to another tour operator, all in their capacity as the traveller's agent, and the traveller is entitled to receive it from them.

In signing the proposal for the sale of a tourist package, the traveller takes for granted and accepts, for himself and for those for whom he is requesting the all-inclusive service, both the travel contract as regulated therein, and the warnings contained therein, as well as these general conditions.

### 1. LEGISLATIVE SOURCES

The sale of tourist packages, which have as their object services to be provided in both national and international territory, is governed - as far as applicable - by Law no. 1084 of 27/12/1977 ratifying and implementing the International Convention on the Travel Contract (CCV), signed in Brussels on 23.4.1970, as well as by the Tourism Code (Legislative Decree no. 79/2011), specifically from articles 32 to 51- movies for as amended by Legislative Decree no. 62 of 21 May 2018, transposing and implementing EU Directive 2015/2302, as well as by the provisions of the Civil Code on the subject of transport and mandate, insofar as applicable.

### 2. ADMINISTRATIVE REGIME

The organiser and the intermediary of the tourist package, to whom the traveller turns, must be authorised to carry out their respective activities on the basis of the legislation in force, including regional or municipal legislation, and operate in accordance with what is stipulated therein.

The Organiser and the intermediary shall inform third parties, prior to the conclusion of the contract, of the details of the insurance policy to cover risks arising from professional liability, as well as the details of other optional or mandatory guarantee policies, to protect travellers against events that may affect the execution or performance of the holiday, such as cancellation of the trip, or coverage of medical expenses, early return, loss of or damage to luggage, as well as the details of the guarantee against the risks of insolvency or bankruptcy of the organiser and the seller, given the receipt by the latter of payments made by or on behalf of travellers, for the purpose of the restitution of sums paid or the return of the traveller to the place of departure if the tourist package includes transport services.



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Pursuant to art. 18, paragraph VI of the Tourism Code, the use in the company name or business name of the words "travel agency", "tourism agency", "tour operator", "travel mediator" or other words and phrases, even in a foreign language, of a similar nature, is permitted exclusively to the qualified companies referred to in the first paragraph.

### **3. DEFINITIONS**

For the purposes of the tourist package contract the following definitions apply

(a) "professional": any public or private natural or legal person who, as part of his or her commercial, industrial, artisanal or professional activity in organised tourism contracts acts, including through another person acting in his or her name or on his or her behalf, as an organiser, seller, professional facilitator of related tourist services or tourist service provider, within the meaning of the regulations set out in the Tourism Code.

(b) 'organiser' means a trader who combines packages and sells or offers them for sale directly or through or jointly with another trader, or a trader who passes on data relating to the traveller to another trader

(c) 'seller' means a trader, other than an organiser, who sells or offers for sale packages combined by an organiser.

d) "traveller" means any person who intends to conclude a contract, or concludes a contract or is authorised to travel on the basis of a concluded contract, within the scope of the law on contracts in organised tourism.

(e) 'establishment' means an establishment as defined in Article 8(e) of Legislative Decree No 59 of 26 March 2010;

f) "durable medium" means any instrument which enables the traveller or the professional to store information addressed personally to him in a way accessible for future reference for a period of time adequate for the purposes of the information and which allows the identical reproduction of the information stored;

(g) 'unavoidable and extraordinary circumstances' means a situation beyond the control of the party invoking such a situation and the consequences of which could not have been avoided even if all reasonable measures had been taken;

(h) 'lack of conformity' means a failure to perform the tourist services included in a package.

(i) 'point of sale' means any place, whether movable or immovable, used for retail sale or retail website or similar online sales tool, including where retail websites or online sales tools are presented to travellers as a single medium, including telephone service

(l) 'return' means the return of the traveller to the place of departure or another place agreed upon by the parties.

### **4. Notion of TOURIST PACKAGE and LINKED TOURIST SERVICE**

4.1 The combination of at least two different types of tourist services, such as: 1. the carriage of passengers; 2. accommodation that is not an integral part of the carriage of passengers and is not intended for residential purposes, or for long-term language courses; 3. the hire of cars, other vehicles or motorbikes and requiring a category A driving licence; 4. any other tourist service that does not constitute an integral part of one of the tourist services listed in points 1), 2) or 3), and is not a financial or insurance service, for the purposes of the same trip or holiday, if at least one of the following conditions is met



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(1) those services are combined by a single professional, including at the request of the traveller or in accordance with his selection, before a single contract is concluded for all the services;

2) those services, even if concluded under separate contracts with individual suppliers, are:

2.1) purchased at a single point of sale and selected before the traveller consents to payment;

2.2) offered, sold or invoiced at a fixed or global price;

2.3) advertised or sold under the name "package" or similar denomination;

2.4) combined after the conclusion of a contract whereby the trader allows the traveller to choose from a selection of different types of tourist services or purchased from separate traders through a linked electronic booking process whereby the name of the traveller, the payment details and the e-mail address are transmitted by the trader with whom the first contract is concluded to one or more other traders and the contract with the latter trader(s) is concluded at the latest 24 hours after the confirmation of the booking of the first tourist service.

4.2. A 'tied tourist service' means at least two different types of tourist services purchased for the purposes of the same trip or holiday, not constituting a package, and involving the conclusion of separate contracts with individual suppliers of tourist services, if a trader facilitates, alternatively: (1) at the time of a single visit or a single contact with his sales outlet, the separate selection of, and separate payment for, each tourist service by travellers; (2) the targeted purchase of at least one additional tourist service from another trader when that purchase is concluded within 24 hours after the confirmation of the booking of the first tourist service

## **5. CONTENT OF THE CONTRACT - PURCHASE PROPOSAL AND DOCUMENTS TO BE SUPPLIED**

5.1. Requests for estimates and reservations may be made by e-mail at [info@curiousitalia.com](mailto:info@curiousitalia.com), [michela@curiousitalia.com](mailto:michela@curiousitalia.com), [giulia@curiousitalia.com](mailto:giulia@curiousitalia.com). The travel contract will be considered concluded when Curiousitalia sends confirmation of the booking by email.

5.2. At the time of concluding the contract for the sale of a tourist package or, in any case, as soon as possible, the organiser or seller will provide the traveller with a copy or confirmation of the contract on a durable medium, such as an email confirming the services booked.

5.3. The traveller is entitled to a hard copy if the contract of sale of a tourist package has been concluded in the simultaneous physical presence of the parties.

5.4. With regard to contracts negotiated away from business premises, as defined in article 45, paragraph 1, letter h) of Legislative Decree no. 206 of 6 September 2005, a copy or confirmation of the tourist package sales contract is provided to the traveller on paper or, if the traveller agrees, on another durable medium.

5.5. The contract constitutes an entitlement to access the guarantee fund mentioned in article 21 below.

## **6. INFORMATION FOR THE TRAVELLER - DATA SHEET**

**6.1.** Before the start of the journey the organiser and the seller inform the traveller of the following information



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- (a) timetables, intermediate stopping places and connections. If the exact time is not yet fixed, the organiser and, where appropriate, the retailer, inform the traveller of the approximate time of departure and return;
- b) information on the identity of the operating air carrier, if not known at the time of reservation, in accordance with Art. 11 EC Reg. 2111/05 (Art. 11, paragraph 2 EC Reg. 2111/05: "If the identity of the operating air carrier or carriers is not yet known at the time of reservation, the air carriage contractor shall ensure that the passenger is informed of the name of the air carrier or carriers which will operate as operating air carrier or carriers for the flight or flights concerned. In such a case, the air carriage contractor shall ensure that the passenger is informed of the identity of the operating air carrier or carriers as soon as their identity has been established and their possible ban on operation in the European Union").
- (c) location, main characteristics and, where applicable, the tourist category of the accommodation in accordance with the regulations of the country of destination;
- (d) meals provided included or not
- (e) visits, excursions or other services included in the total agreed price of the package;
- (f) the tourist services provided to the traveller as a member of a group and, if so, the approximate size of the group
- (g) the language in which the services are provided;
- (h) whether the trip or holiday is suitable for persons with reduced mobility and, at the request of the traveller, precise information on the suitability of the trip or holiday taking into account the needs of the traveller. Particular requests on the modalities of supply and/or execution of certain services that are part of the tour package, including the need for assistance at the airport for persons with reduced mobility, the request for special meals on board or at the place of stay, must be made at the time of the booking request and be the subject of a specific agreement between the traveller and the Organiser, if necessary also through the travel agent of the traveller.
- i) the total price of the package including taxes and all duties, taxes and other additional costs, including any administrative and handling costs, or, where these are not reasonably calculable prior to the conclusion of the contract, an indication of the type of additional costs that the traveller may still incur
- (j) the method of payment, including the amount or percentage of the price to be paid as an advance payment, if any, and the timetable for payment of the balance, or the financial guarantees to be paid or provided by the traveller
- k) the minimum number of persons required for the package and the time limit referred to in Article 41 (5) (a) before the beginning of the package for the possible termination of the contract in the event of failure to reach that number
- l) general information on passport and/or visa requirements, including approximate times for obtaining visas, and health formalities of the country of destination;
- m) information on the traveller's right to withdraw from the contract at any time before the start of the package upon payment of appropriate withdrawal fees, or, if provided for, the standard withdrawal fees required by the organiser pursuant to Article 41, paragraph 1 of Legislative Decree 62/2018 and specified in paragraph 3 below;
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(n) information on the optional or compulsory subscription of insurance covering the costs of unilateral withdrawal from the contract by the traveller or the costs of assistance, including repatriation, in the event of accident, illness or death

(o) the details of the cover referred to in Article 47(1), (2) and (3) of Legislative Decree 62/2018.

**6.2.** The organiser prepares in the catalogue or in the programme outside the catalogue - also in electronic format or by telematic means - a technical sheet. This contains technical information relating to the legal obligations to which the Tour Operator is subject, such as, by way of example

- the details of the organiser's administrative authorisation or S.C.I.A;
- the details of the guarantees for travellers pursuant to art. 47 of the Tourism Code; and
- the details of the civil liability insurance policy;
- the period of validity of the catalogue or programme outside the catalogue;
- the parameters indicating the euro/dollar ratios adopted and the setting of the price of jet aviation fuel, both of which are used to determine the price of the package and to make any necessary adjustments to the price of the trip (Art. 39 of the Tourist Code)

## **7. PAYMENTS**

7.1. Upon signing the proposal for the purchase of the tourist package, the following must be paid:

- a) the registration or practice management fee (see Article 8), if requested;
- b) down payment on the price of the tourist package published in the catalogue or in the quotation of the package provided by the Organiser. The balance must be paid within 30 days of the date of departure. A copy of the payment must be sent by e-mail to the Tour Operator.

7.2. For bookings made after the date indicated as the deadline for making the balance, the full amount must be paid when the purchase proposal is signed.

7.3. Failure on the part of the Organiser to receive the sums indicated above, by the established dates, as well as failure to remit to the Tour Operator the sums paid by the Traveller to the seller, will result in the automatic termination of the contract to be communicated by simple written communication, by fax or email, at the intermediary Agency, or at the domicile, including electronic, where communicated, of the traveller and without prejudice to any guarantee actions pursuant to Article 47 of Legislative Decree 62/2018 that may be exercised by the traveller against the seller. Payment is therefore understood to have been made when the sums are collected by the organiser. It is therefore the responsibility of the traveller to check that the seller chosen to purchase the tourist package meets the legal requirements.

## **8. PRICE OF THE TOURIST PACKAGE**

**8.1.** The price of the tourist package is determined in the contract, with reference to what is indicated in the catalogue or programme not included in the catalogue and any subsequent updates of the same catalogues or programmes not included in the catalogue, or on the Operator's website.

It may be varied, either upwards or downwards, only as a result of changes in:

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- transport costs, including fuel costs;
  - fees and taxes relating to air transport, landing, disembarkation or embarkation fees at ports and airports;
  - Fees on entrance ticket about museums, monuments, concerts and events.

exchange rates applied to the package in question.

**8.2.** For such variations, reference will be made to the exchange rate and to the prices in force up to - at most - 21 days before departure, with respect to those indicated in the catalogue data sheet, or indicated in any updates to the data sheet, published on the websites.

In any case, the price may not be increased in the 20 days prior to departure and the revision may not exceed 8% of the original price,

In the event of a decrease in price, the organiser is entitled to deduct the administrative and management costs of the actual paperwork from the refund due to the traveller, of which he is obliged to provide proof at the request of the traveller.

The price consists of

- (a) registration fee or practice management fee;
- b) participation fee: expressed in the catalogue or in the quotation of the package provided to the intermediary or the traveller;
- c) cost of any insurance policies against the risks of cancellation and/or medical expenses or other services requested;
- d) cost of any visas and entry and exit taxes from the countries of the holiday destination.
- e) airport and/or port charges and taxes.
- f) eventual administrative expenses for revision/changes in the file.

## **9. MODIFICATION OR CANCELLATION OF THE TOURIST PACKAGE BEFORE DEPARTURE**

9.1. The Tour Operator reserves the right to unilaterally change the conditions of the contract, other than the price, if the change is of minor importance. The communication is made clearly and precisely through a durable medium, such as e-mail.

9.2. If, before departure, the organiser needs to significantly modify one or more of the main characteristics of the tourist services referred to in Art. 34 paragraph 1 letter a) or cannot satisfy the specific requests made by the traveller and already accepted by the organiser, or proposes to increase the price of the package by more than 8%, the traveller may accept the proposed change or withdraw from the contract without paying withdrawal costs.

9.3. If the traveller does not accept the proposed change referred to in the previous paragraph, exercising the right of withdrawal, the organiser may offer the traveller a replacement package of equivalent or superior quality.

9.4. The organiser will inform the traveller by e-mail, without undue delay, in a clear and precise manner of the proposed changes referred to in point 2 and of their effect on the price of the package according to point 6.

9.5. The traveller communicates his choice to the organiser or the intermediary within two working days from the moment he has received the notice mentioned in point 1. In the absence of communication within the above mentioned time limit, the proposal made by the organiser is considered accepted.



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9.6. If the changes to the contract of sale of the tourist package or the replacement package referred to in point 2 result in a package of a lower quality or cost, the traveller has the right to an appropriate reduction in price.

9.7. In the event of withdrawal from the contract of sale of a package tour in accordance with point 2, and if the traveller does not accept a replacement package, the organiser shall reimburse, without undue delay and in any case within 14 days of withdrawal from the contract, all payments made by or on behalf of the traveller and shall be entitled to compensation for non-performance of the contract, except in the following cases

a. There is no compensation for the cancellation of the tourist package when the cancellation of the same depends on the failure to reach the minimum number of participants that may have been requested;

b. There is no compensation for the cancellation of the tour package when the organiser proves that the lack of conformity is due to force majeure and unforeseeable circumstances.

c. There is also no compensation deriving from the cancellation of the tourist package when the organiser proves that the lack of conformity is attributable to the traveller or to a third party not involved in the supply of tourist services included in the tourist package contract and is unforeseeable or unavoidable.

9.8 For cancellations other than those referred to in point 7 letters a), b) and c), the organiser who cancels will refund the traveller a sum equal to double the amount paid by the latter and effectively received by the organiser through the travel agent.

9.9. The sum to be refunded will never be more than double the amounts for which the traveller would be liable at the same time, according to art. 10, point 3 of these conditions, if he were to cancel under the principle of advance payment of damages by application of standard cancellation charges.

## **10. WITHDRAWAL BY THE TRAVELLER**

10.1. The Traveller may also withdraw from the contract without paying any penalty in the following cases

a):

- increase in the price by more than 8%;
- significant modification of one or more elements of the contract objectively configurable as fundamental for the fruition of the tourist package considered as a whole and proposed by the organiser after the conclusion of the contract itself but before the departure and not accepted by the traveller;
- cannot satisfy specific requests formulated by the traveller and already accepted by the organiser.

In the above cases, the traveller may

- accept the alternative proposal where formulated by the organiser;
- request the refund of the sums already paid. This restitution must be made within the legal deadline indicated in the previous article.

b) In the case of unavoidable and extraordinary circumstances occurring at the place of destination or in its immediate vicinity and which have a substantial effect on the execution of the package or on the carriage of passengers to the destination, the traveller has the right



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to withdraw from the contract, before the beginning of the package, without paying withdrawal fees, and to a full refund of the payments made for the package, but has no right to additional compensation.

**10.2.** Apart from the hypotheses listed in the first paragraph, the traveller who withdraws from the contract before departure for any reason, including unforeseen and unexpected ones, or those provided for in art. 9, paragraph 2, will be charged - independently of the payment of the deposit as per art.7 paragraph 1 - the individual cost of practical management and any insurance coverage already required at the time of conclusion of the contract or for other services already rendered, the penalty to the extent indicated below, unless more restrictive conditions - related to high season or full occupancy of facilities - which will be communicated to the traveller during the quotation phase and therefore before the conclusion of the contract:

**a) Package tours with flights included:**

30% of the participation fee up to 90 working days prior to departure;  
75% of the participation fee from 89 to 60 working days prior to departure;  
100% of the participation fee after this period.

**b) Package tours with bus service (no flight):**

30% of the participation fee up to 90 working days prior to departure;  
50% of the participation fee from 89 to 60 working days prior to departure;  
80% of the participation fee from 59 to 30 working days prior to departure;  
100% of the participation fee after this period.

**c) Tourist services only stay:**

30% of the participation fee up to 90 working days before departure;  
80% of the participation fee from 89 to 60 working days before departure;  
50% of the participation fee from 59 to 30 working days before departure;  
100% of the participation fee after this period.

The fact that the impossibility of using the holiday cannot be attributed to the traveller does not legitimise withdrawal without penalty, which is provided for by law only in the case of objective circumstances that can be found at the destination of the holiday as per paragraph 2 or for the hypotheses as per paragraph 1, since there is the possibility of insuring oneself against the economic risk connected with the cancellation of the contract, by taking out an appropriate insurance policy, where this is not provided for in a compulsory form by the organiser.

10.3. In the case of pre-established groups, the penalties for cancellation will be the subject of a specific agreement each time the contract is signed.

10.4. From the indication of the penalty percentage indicated above, journeys that include the use of scheduled flights with special fares are excluded. In these cases the conditions



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relating to cancellation penalties are deregulated and much more restrictive and are indicated in advance when quoting the travel package.

10.5. The organiser may withdraw from the tourist package contract and offer the traveller a full refund of the payments made for the package, but is not obliged to pay additional compensation if: the number of persons enrolled in the package is less than the minimum number foreseen in the contract and the organiser communicates the withdrawal from the contract to the traveller within the term fixed in the contract and in any case no later than twenty days before the beginning of the package in the case of trips lasting more than six days, seven days before the beginning of the package in the case of trips lasting between two and six days, forty-eight hours before the beginning of the package in the case of trips lasting less than two days;

- the organiser is unable to perform the contract due to unavoidable and extraordinary circumstances and communicates the withdrawal from the contract to the traveller without unjustified delay before the beginning of the package.

10.6 The organiser shall proceed with all refunds prescribed in accordance with the previous points without undue delay and in any case within 14 days of the withdrawal. In the aforementioned cases, the cancellation of functionally connected contracts stipulated with third parties is determined.

10.7. In the case of contracts negotiated away from business premises, the traveller has the right to withdraw from the tourist package contract within a period of five days from the date of the conclusion of the contract or from the date on which he/she receives the contractual conditions and preliminary information if later, without penalty and without giving any reason. In the case of offers with significantly lower rates than competing offers, the right of withdrawal is excluded. In the latter case, the organiser shall document the change in price, adequately highlighting the exclusion of the right of withdrawal.

Deregulation of the general travel conditions (per person)

a) In the event of cancellation of the entire travel package and/or only the ticket for the scheduled flight with special fare, the penalty in accordance with the carrier's fare rule will be applied for the part relating to the flight; the penalties, as indicated above, for the stay will apply instead.

b) Penalties relating to other services that make up the tourist package - such as, for example: guided tours, excursions, exhibitions, theatrical and sporting events, concerts, cruises, etc. - will be communicated at the time of cancellation according to the penalties applied by the suppliers of said services.

## **11. LIABILITY OF THE ORGANISER FOR INCORRECT EXECUTION AND IMPOSSIBILITY DURING EXECUTION - OBLIGATIONS OF THE TRAVELLER - TIMELINESS OF THE COMPLAINT**

11.1. The organiser is responsible for the execution of the tourist services foreseen in the contract of sale of a tourist package, regardless of whether such services are to be provided by the organiser himself, by his auxiliaries or supervisors when acting in the exercise of their functions, by third parties whose work he uses or by other suppliers of tourist services pursuant to article 1228 of the Civil Code.



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11.2. The traveller, in compliance with the obligations of fairness and good faith as per articles 1175 and 1375 of the Civil Code, informs the organiser, directly or through the seller, in a timely manner, taking into account the circumstances of the case, of any lack of conformity detected during the execution of a tourist service foreseen by the contract of sale of a tourist package.

11.3 If one of the tourist services is not performed as agreed in the tourist package contract, the organiser shall remedy the lack of conformity, unless this is impossible or excessively expensive, taking into account the extent of the lack of conformity and the value of the tourist services affected by the defect. If the organiser does not remedy the defect, the traveller has the right to a reduction in price as well as compensation for the damage he has suffered as a result of the lack of conformity, unless the organiser demonstrates that the lack of conformity is attributable to the traveller or to a third party not involved in the supply of the tourist services or is of an inevitable or unforeseeable nature or due to extraordinary and unavoidable circumstances.

11.4. Without prejudice to the exceptions mentioned above, if the organiser does not remedy the lack of conformity within a reasonable period set by the traveller in the complaint made in accordance with point 2, the latter may remedy the defect himself and request reimbursement of the necessary, reasonable and documented expenses; if the organiser refuses to remedy the lack of conformity or if it is necessary to remedy it immediately, there is no need for the traveller to specify a time limit.

If a lack of conformity constitutes a non-fulfilment of not insignificant importance and the organiser has not remedied it with the timely notification made by the traveller, in relation to the duration and the characteristics of the package, the traveller can terminate the contract with immediate effect, or request - if necessary - a reduction in the price, without prejudice to any compensation for damages.

If, after departure, the organiser finds it impossible to provide, for any reason other than the traveller's own fault, an essential part of the services foreseen in the contract, he must provide suitable alternative solutions for the continuation of the planned trip that do not involve charges of any kind to be borne by the traveller, or reimburse the latter within the limits of the difference between the services originally foreseen and those provided.

The traveller may only reject the proposed alternative arrangements if they are not comparable with those agreed in the contract or if the price reduction granted is inadequate. If no alternative solution is possible, or if the solution proposed by the organiser is rejected by the traveller because it is not comparable with what was agreed in the contract or because the price reduction granted is inadequate, the organiser will provide, without any extra charge, a means of transport equivalent to the original one planned for the return to the place of departure or to another place possibly agreed, subject to availability of means and places, and will reimburse the traveller to the extent of the difference between the cost of the services originally planned and those provided up to the time of the early return.

## **12. SUBSTITUTIONS AND CHANGE OF PRACTICE**



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12.1. The traveller, subject to prior notice given to the organiser on a durable medium no later than seven days before the start of the package, may transfer the contract of sale of the tourist package to a person who meets all the conditions for the use of the service.

12.2. The transferor and the transferee of the tourist package sale contract are jointly and severally liable for payment of the balance of the price and of any rights, taxes and other additional costs, including any administrative and handling costs, resulting from this transfer.

12.3. The organiser shall inform the transferor of the actual costs of the assignment, which shall not exceed the costs actually incurred by the organiser as a result of the assignment of the package tour contract and shall provide the transferor with proof of the rights, taxes or other additional costs resulting from the assignment of the contract. In the case of a travel contract with air transport for which tickets have been issued at a concessionary and/or non-refundable rate, the assignment may entail the issuance of a new air ticket at the rate available on the date of the assignment.

### **13. OBLIGATIONS OF TRAVELLERS**

13.1 Without prejudice to the obligation to promptly notify any lack of conformity, as provided for in art. 11 paragraph 2, travellers must comply with the following obligations:

1. for the rules regarding the expatriation of minors, please refer expressly to what is indicated on the State Police website. It should be noted, however, that minors must be in possession of a personal document valid for travel abroad, i.e. a passport or, for EU countries, also an identity card valid for travel abroad. As regards the exit from the country of minors under 14 years of age and for those for whom an Authorisation issued by the Judicial Authority is required, the instructions indicated on the State Police website <http://www.poliziadistato.it/articolo/191/> must be followed.

13.2. Foreign citizens must find the corresponding information through their diplomatic representations in Italy and/or their respective official government information channels.

In any case, travellers must check the updates with the competent authorities before departure (for Italian citizens, the local Police headquarters or the Ministry of Foreign Affairs via the website [www.viaggiasesicuri.it](http://www.viaggiasesicuri.it) or the Operations Centre on the number 06.491115) and comply before travelling. In the absence of such verification, no responsibility for the missed departure of one or more travellers can be attributed to the intermediary or the organiser.

13.3. Travellers must in any case inform the intermediary and the organiser of their citizenship at the time of requesting the booking of the tourist package or tourist service and, at the time of departure, must definitely ensure that they are in possession of vaccination certificates, individual passports and any other document valid for all countries involved in the itinerary, as well as residence visas, transit visas and any health certificates that may be required.

13.4. Furthermore, in order to assess the socio-political and health security situation and any other useful information regarding the countries of destination and, therefore, the objective usability of the services purchased or to be purchased, the traveller will have the burden of obtaining official information of a general nature from the Ministry of Foreign Affairs, and disseminated through the institutional website of the Farnesina [www.viaggiasesicuri.it](http://www.viaggiasesicuri.it).



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The above information is not contained in the T.O.'s catalogues - online or on paper - as they contain descriptive information of a general nature as indicated in art. 34 of the Tourism Code and not information that is temporarily changeable. This information must therefore be assumed by travellers.

13.5. If on the date of booking the destination chosen is, according to the institutional information channels, subject to a "warning" for security reasons, the traveller who subsequently exercises the withdrawal cannot invoke, for the purposes of exemption from the reduction of the claim for the withdrawal made, the lack of the contractual cause related to the security conditions of the country.

13.6. Travellers must also comply with the rules of common prudence and diligence and the specific rules in force in the countries to which the trip is to be taken, all the information provided to them by the organiser, as well as the regulations, administrative or legislative provisions relating to the tourist package, and the rules of diligence and good conduct within the accommodation facilities. Failure to comply with these rules, in the unquestionable judgement of the Hotel Management, may result in the removal of the offender from the accommodation facility and, where deemed appropriate, the possible reporting to the competent public authorities. It should also be noted that situations of pathologies or even slight alterations in the psychological state of the traveller - if not previously reported and accepted in writing by the Tour Operator - constitute circumstances that may lead to removal from the accommodation. Travellers will be held liable for all damages that the organiser and/or the intermediary may suffer also due to the failure to comply with the above-mentioned obligations, including the expenses necessary for their repatriation.

13.7 The traveller is obliged to provide the organiser with all the documents, information and elements in his possession that are useful for the exercise of the latter's right of subrogation against third parties responsible for the damage and is liable to the organiser for the prejudice caused to the right of subrogation.

13.8. The traveller shall also communicate in writing to the organiser, at the time of the proposal for the sale of the tourist package and therefore before the organiser sends the booking confirmation of the services, any particular personal requests that may be the subject of specific agreements on the travel arrangements, provided that it is possible to implement them and that they are in any case the subject of a specific agreement between the traveller and the organiser (see art. 6, paragraph 1, letter h), if necessary also through the agent travel agency.

#### **14. HOTEL CLASSIFICATION**

14.1 The official classification of hotel facilities is provided in the catalogue or in other information material only on the basis of the express and formal indications of the competent authorities of the country in which the service is provided.

14.2. In the absence of official classifications recognised by the competent Public Authorities of the EU Member States to which the service refers, or in the case of facilities marketed as a "Tourist Village", the organiser reserves the right to provide its own description of the accommodation in the catalogue or brochure, so as to allow the traveller to assess and consequently accept it.



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## **15. LIABILITY REGIME**

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

15.2 The Seller with whom the booking of the tourist package has been made is not liable for the obligations relating to the organisation and execution of the trip, but is exclusively responsible for the obligations arising from his or her capacity as intermediary and for the execution of the mandate given to him or her by the traveller, as specifically provided for in Art. 50 of the Tourism Code, including the guarantee obligations as per Art. 47.

## **16. LIMITS OF COMPENSATION AND PRESCRIPTION**

16.1 The compensation referred to in Articles 43 and 46 of the Tourism Code and the relevant limitation periods are governed by what is set out therein and in any case within the limits established by the International Conventions that govern the services that are the subject of the tourist package as well as by Articles 1783 and 1784 of the Civil Code, with the exception of personal injury that is not subject to a set limit.

16.2 The right to a reduction in price or compensation for damages in the event of changes to the contract of sale of the tourist package or to the replacement package, is prescribed in two years from the date of the return of the traveller to the place of departure.

16.3 The right to compensation for personal damages expires in three years from the date of the return of the traveller to the place of departure or in the longest period provided for compensation for personal damages by the provisions governing the services included in the package.

## **17. POSSIBILITY OF CONTACTING THE ORGANISER THROUGH THE SELLER**

17.1. The traveller can address messages, requests or complaints concerning the execution of the package directly to the seller through whom he purchased it, who, in turn, will forward them promptly to the organiser.

17.2 For the purposes of respecting the terms or periods of limitation, the date on which the seller receives the messages, requests or complaints referred to in the preceding paragraph is considered the date of receipt also for the organiser.

## **18. DUTY OF CARE**

18.1. The organizer provides adequate assistance without delay to the traveller in difficulty also in the circumstances referred to in article 42, paragraph 7, in particular by providing the appropriate information regarding health services, local authorities and consular assistance



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and by assisting the traveller in making communications at a distance and helping him to find alternative tourist services.

18.2. The organiser may charge a reasonable fee for such assistance where the problem is caused deliberately by the traveller or through his fault, within the limits of the expenses actually incurred.

## **19. INSURANCE AGAINST CANCELLATION AND REPATRIATION COSTS**

19.1. If not expressly included in the price, it is possible and advisable, at the time of booking at the offices of the organiser or the seller, to take out special insurance policies against the costs of cancellation of the package, accidents and/or illness which also cover the costs of repatriation and for loss and/or damage to luggage.

19.2. The rights arising from insurance contracts must be exercised by the Traveller directly against the stipulating Insurance Companies, under the conditions and in the manner provided for in the policies themselves, as set out in the policy conditions published in the catalogues or displayed in the brochures made available to Travellers at the time of departure.

## **20. ALTERNATIVE MEANS OF DISPUTE RESOLUTION**

Pursuant to and for the purposes of art. 67 of the Tourism Code, the organiser may propose to the traveller - in the catalogue, in the documentation, on its website or in other forms - alternative means of settling disputes that have arisen.

In this case the organiser will indicate the type of alternative resolution proposed and the effects that such adherence entails.

## **21. GUARANTEES TO THE TRAVELER - FUND FOR THE PROTECTION OF TRAVELERS (art. 47 of the Tourism Code)**

Organised tourism contracts are assisted by suitable guarantees provided by the organiser and the intermediary travel agent which, for trips abroad and trips that take place within a single country, guarantee, in cases of insolvency or bankruptcy of the intermediary or organiser, the refund of the price paid for the purchase of the tourist package and the immediate return of the traveller.

The identification details of the legal entity which, on behalf of the organiser, is required to provide the guarantee are indicated in the organiser's catalogue and/or website and may also be indicated in the booking confirmation of the services requested by the traveller.

The procedures for accessing the guarantee and the deadlines for submitting a request for reimbursement of sums paid are indicated on the website: [www.curiousitalia.com](http://www.curiousitalia.com) FILODIRETTO NOBIS, [assistenza@nobis.it](mailto:assistenza@nobis.it)

In order to avoid any lapse of time, you are advised to bear in mind the deadlines for submitting applications. It is understood that the expiry of the time limit due to the impossibility of submitting the application and not due to inertia on the part of the traveller, allows for the application to be withdrawn within the same time limit.

The web address is also indicated on the websites, in the catalogues and in the documents relating to the package purchase contract.



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## 22. OPERATIONAL CHANGES

In view of the fact that the catalogues containing information on how to use the services are created well in advance, it should be noted that the flight times and routes indicated in the acceptance of the proposal to purchase the services, as well as, at times, the departure or arrival airport, may be subject to change as they are subject to subsequent validation.

It should also be noted that, if necessary, the type of aircraft and the booking class may vary, as well as unscheduled stopovers and changes to outward and/or return airports; departures from other Italian airports may be grouped together at a single airport, with coach transfers from one airport to the other, and chartered flights may be replaced with scheduled flights (even with any technical stopovers). In view of the above, travellers should ask their agency for confirmation of the services before departure. We would also like to inform you that pregnant women are generally allowed to travel by air up to the 28th week with a certificate attesting to the progress of their pregnancy, from the 29th to the 34th week only if provided with a medical certificate (drawn up within 72 hours prior to the scheduled departure of the flight) attesting to their fitness to undertake air travel, beyond the 34th week they may not be accepted on board. We recommend that before booking a flight you consult your doctor and check that your return date does not exceed the 34th week, as specified above.

The Organiser will inform passengers about the identity of the actual carrier within the time limits and in the manner provided for by article 11 of EC Regulation 2111/2005 (referred to in article 5).

## ADDENDUM

### GENERAL TERMS AND CONDITIONS OF SALE OF INDIVIDUAL TOURIST SERVICES

#### A) LEGAL PROVISIONS

Contracts which have as their object the offer of only the transport service, only the accommodation service, or any other separate tourist service, as they cannot be considered as a negotiated case of travel organisation or tourist package, do not enjoy the protections provided in favour of travellers by the European Directive 2015/2302 and the contractual conditions of the individual service provider will apply, as indicated on the website of the operator or supplier to which reference should be made.

#### B) REDUCED PRIVACY POLICY PURSUANT TO ART. 14 EU REG. 2016/679

The data controller is Curiousitalia snc di M. Carbonari e G. Tonti

The purpose of the processing is the provision of the purchased tourist package, while the legal basis is (1) the performance of contractual obligations, (2) explicit consent and (3) the fulfilment of legal obligations.

The personal data processed are those necessary for the completion and execution of the contract, collected on the tourist package purchase proposal, which are communicated by the Travel Agency, where the booking is made.

The provision of personal data is necessary. If, however, particular data are provided (e.g. relating to health, religious orientation, etc.), explicit consent is required.



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Personal data will be communicated (a: to our employees, (b: to suppliers (e.g. airlines, tourist facilities, insurance companies, etc.), (c: to professionals and consultants in charge of the financial and accounting management of the company or (d: to persons to whom access to data is granted by law, regulation or legislation.

We inform you that, in the event that the tour package purchased requires the communication of your personal data in countries "outside the EU", the Regulation allows the transfer on the basis of an Adequacy Decision of the EU Commission or adequate guarantees. On the other hand, the Regulation allows the transfer of personal data only if it is necessary - among others - for the performance of a contract. In the latter case, you will not be able to exercise your rights under the Regulation because the laws of the host country do not provide for it.

You can view the full list of countries for which an adequacy decision is required at <https://www.garanteprivacy.it/web/guest/home/docweb/-/docweb-display/docweb/2010374>

Your personal data will be stored for three years after your return from holiday, for the purpose of exercising your rights under the travel contract, as well as for 10 years in fulfilment of storage obligations for tax and/or other legal purposes.

It is possible to exercise the rights (revocation, where provided, of consent, access to personal data, rectification or cancellation of the same, restriction of processing concerning him or her or opposition to their processing), by sending the appropriate form (downloadable on the website of the Guarantor of the Protection of Personal Data) or by e-mail to: [info@curiousitalia.com](mailto:info@curiousitalia.com)

He is also entitled to lodge a formal complaint with the Guarantor Authority according to the procedures indicated on the Authority's website.

For further information on data processing, please refer to the "Downloadable Documents" section on the site at [www.curiousitalia.com](http://www.curiousitalia.com)

#### **COMPULSORY NOTIFICATION UNDER ARTICLE 17 OF LAW NO 38/2006.**

"Italian law punishes with imprisonment crimes concerning prostitution and child pornography, even if committed abroad.