

GENERAL TERMS AND CONDITIONS OF AGREEMENT

GENERALS

A. TOURIST SHALL BE AWARE OF THE FOLLOWING...

1. Travel information for tourists within the E.U. – Schengen area

Following the Schengen agreements, all citizens of the EU member states are free to travel throughout the territories of their member States with no need to show their valid ID documents at the border (except for Bulgaria, Cyprus, Croatia, Ireland, the United Kingdom and Rumania, where ID documents and passports are still required at the border). However, tourist shall always have on them a valid ID document to be shown whenever required for police/local authorities checks. For further information on the ID documents admitted for personal identification within each Member State, see the official EU site: http://europa.eu/youreurope/citizens/travel/entry-exit/eu-citizen/index_it.htm.

Minors shall have on them their ID document or passport for border crossing; if they travel alone, or with adults other than their parents, or with only one of their parents, they shall have on them an official document duly signed by both parents, by the parent not traveling with them or by the legal guardian, authorizing them to travel abroad. Such a document may vary for each country. Traveler shall therefore get the necessary information from the authorities of the country they belong to.

2. Pets

Tourists traveling with their pets shall inform the Travel Agent, who will be free to give or refuse authorization at their sole discretion, and will inform the owners of additional costs, if any.

3. Information on climate

Northern Italy, i.e. the area included within the Alps and the Apennines straddling Tuscany and Emilia has a typical temperate climate in sub-continental character, the Alps become progressively cold-temperate and cold at high altitude climbing. In the areas located at low altitude winters are cold and wet, but little rainfall. The summers are hot and sultry instead with local possibility of strong thunderstorms, especially in the areas north of the Po, while in areas south of the Po summer precipitation represent the minimum rainfall together with that winter.

4. Visitors tax

Visitors tax varies according to destinations and is included only when clearly stated in the Brochure/Catalogue.

5. Minimum number of participants (as specified in the Terms of Agreement)

Some Tourist Packages/Services require a minimum number of participants; this is clearly specified in the Brochure and/or Travel Agreement. Should such number not be achieved, JO-IN by STI srl has the right to cancel the Tourist Package/Service involved at their sole discretion by giving participants due notice within 20 days before the date of departure. Tourists may be offered different options as follows: to take part in an alternative Tourist Package/Service for an equivalent amount; to take part in an alternative Tourist Package/Service with a higher price with no additional charge; to take part in an alternative Tourist Package/Service with a lower price with reimbursement of the excess money originally paid; and finally to full reimbursement of the money paid, which will not entitle tourist to submit any further claim for damages.

B. INSURANCE

JO-IN by STI srl agreed with Allianz Global Assistance a range of solutions to offer Tourists a variety of Insurance Policies to cover events possibly taking place while the Travel/Tourist Service is taking place.

Policies offered are specified below:

For a detailed description of rights, obligations, exclusions and behaviors by subscribers, and specifically of the events covered, Tourists are therefore kindly asked to refer to the JO-IN by STI srl site, at the following address:

https://www.jo-in.it/wp-content/uploads/2019/05/2019_FEB_TERMS_CONDITIONS_EN.pdf

The Brochure/Catalogue clearly specifies the type of insurance policies included in the price for each Tourist Package/Service offered (and, as such, to be deemed as mandatory), and the policies Tourists are free to subscribe, also at a later stage (until the date of departure).

- [Globy Incoming base](#)
- [Globy Incoming plus](#)

GENERAL TERMS OF AGREEMENT



DEFINITIONS

As to the General Terms of Agreement, the following legend applies:

- Catalogue: set of Brochures the Travel Agent may, at their sole discretion, upload to the Website, and replacing each single brochures.
- CCV: International Convention on Contracts of Travel (CCV), signed in a Brussels on 4.23.1970, and ratified in Italy as per Law 27.12.1977, no. 1084.
- Consumer Code: Law Decree 206/2005.
- Code of Ethics for Tourism: attached to L.D. no. 79/2011.
- Broker: whoever sells or provides a Tourist, even not on a professional base and/or non-profit, the Tourist Packages made available by the Travel Agent for a lump sum.
- Brochure: information sheet describing the tourist services included in the Tourist Package.
- Travel Agent: JO-IN by S.T.I. srl, i.e. the provider, in their name and against payment of a lump sum, of Tourist Packages for Tourists, also through a Broker, to implement what specified in Art. 4 of the Code of Ethics for Tourism, also through remote communication system, for the purpose of offering Tourists services to be bought.
- Tourist Package: as per Art. 34 of the Code of Ethics for Tourism, Tourist Packages cover travel, holidays, all-inclusive circuits, and cruises as resulting from the matching, by whoever may be concerned and in any combination, of 2 elements, min. of those listed below and sold for a lump sum, i.e.: a) transport; b) lodging; c) tourist services non associated with either transport or lodging, as per Art. 34 of the Code of Ethics for Tourism, and considered as a major part of the Package offered to meet Tourists' request. Lodging and accommodations, either included or not in a Tourist Package, as offered by JO-IN by S.T.I. srl to Tourists, are in compliance with the National, Regional, and Local Standards in force.
- Purchase Proposal: the proposal submitted to Tourists for the purchase of the Tourist Package, to be subscribed by filling in the form available on the Website to be returned to the Travel Agent as specified in following Art. A.
- Tourist: the purchaser, or the assignee of a Tourist Package, or any transferee to be later appointed, provided they meet all the terms of delivery for the service, and on whose behalf the main contractor agrees to purchase, non-profit, a Tourist Package.
- Website: a web dominion property of STI srl identified by the address <http://jo-in.it>
- S.T.I.: **Soluzioni Turistiche Integrate S.r.l., headquartered in Turin, via Cigna 96/7d, Tax Code, VAT No. and no. of Registration at the Chamber of Commerce, Industry, and Craftsmanship of Turin 10898040018, REA (Register of Enterprises) no. TO - 1170589, authorized to run the Tour Operator business as per decree AP- 1/S130-2015-193 dated 16.06.2015, n° 1/72444/319/113302186, expire from 8 maggio 2019**

A. GENERAL TERMS OF AGREEMENT FOR THE TRADING OF A TOURIST Package (and, as such, integral to the travel contract as per Art. 36 L.D. 79/2011)

1. PURPOSE

1.1 This section A of the General Terms of Agreement, together with the Brochure/Catalog, the separate travel schedule, if any and other than the Trading Proposal, are an integral part of the Agreement for the trading of Tourist Packages (herein also identified as Travel Contracts). For the trading of single Tourist Services, see section B of this General Terms of Agreement.

1.2 It is intended that the subscription of the Trading Proposal for the Tourist Package implies the subscriber to be duly familiar with terms and conditions stated and to accept such Terms and Conditions, and that such Terms and Conditions apply to himself and to whoever the services required are meant for, both as to the travel Contract as specified, and this General Terms of Agreement.

2. SOURCE OF LAW – GENERALS

2.1 The trading of Tourist Packages aimed at providing services both at a national and international level complies with the following requirements by law:

- until its repeal, as per Art. 3 of the Code of Ethics for Tourism, by the CCV
- Code of Ethics for Tourism;
- the provision of civil laws as to transport and mandate.
- EC Rules and Regulations applicable to Tourist services.

2.2 As per Art. 50 of the Code of Ethics for Tourism, JO-IN by S.T.I. srl hereby declares to have subscribed the Insurance Policy no. 1/72444/319/113302186, deadline May 8th 2019 for Civil Liability to Tourists to cover any claim for damages as per Art. 44, 45 and 47, with the insurance company UnipolSai Assicurazioni S.p.A.

2.3 Mandatory notice as per Art. 16, law 1998 no. 269: the Italian law defines as a crime subjected to imprisonment any offence related to prostitution, and child pornography, even if committed abroad.

3. ADMINISTRATIVE ARRANGEMENTS



3.1 The Organizer of the Travel and the Broker the Tourist addresses to, shall be certified for running their business in compliance with the general and local reference standards.

3.2 As per Art. 18, para. VI, of the Code of Ethics, the use of the definition “travel agency”, “tourist agency”, “tour operator”, “travel broker” and/or similar, also in a foreign language, is allowed only to certified firms, as above mentioned.

3.3 JO-IN by STI srl herein states to be duly authorized to run a Tour Operator business as envisaged by Decree AP-1/S130- 2015-193 dated 6.16.2015.

4. TRADING PROPOSAL

4.1 The Trading Proposal for the Tourist Package is considered as filed by the Tourist, once the form available online is duly filled in and signed, and e-mailed to the addresses specified herein.

4.2 The Purchase Agreement for the Tourist Package is considered valid only when the Organizer of the Travel sends the Tourist the a.m. Trading Proposal for the Tourist Package duly signed, also by digital signature, to the e-mail address specified by the Tourist; said Trading Proposal and any further documentation delivered by the Organizer of the Travel cannot be meant as an Agreement, but only as an offer to the Tourist; similarly, the signature by the Tourist of said Trading Proposal does not imply any duty by the Organizer of the Travel to issue a Travel Agreement for the same.

4.3 The forwarding of the Agreement Proposal signed by the Organizer of the Travel is in compliance with the requirement of the Code of Ethics for Tourism, Art. 35.

4.4 Any information on the Tourist Package which are not included in the Agreement documentation, brochure or further written documentation, will be provided by the Organizer, in compliance with Art. 37 para. 2 of the Code of Ethics for Tourism, as stated in the following Art. 7.

4.5 Specific requests on the terms of delivery and/or performance of services included in the Tourist Package, shall be submitted at the request for reservation and shall be covered by a specific agreement between the Tourist and the Travel Organizer, through a Broker, if any.

4.6 As required by Art. 32, para 2, of the Code of Ethics for tourists, any agreement signed remotely or out of the business premises (as specified by Art. 45 of the Consumer Code), does not include the right of withdrawal as per Art. 52 and following, previously Art. 64 – 67 of the Consumer Code.

5. PAYMENTS

5.1 When signing the Trading Proposal for the Tourist Package, the Tourist shall pay 25% of the price as advance money for the Tourist Package specified in the Brochure or other documentation provided by the Organizer of the Travel; such an amount is inclusive of compulsory insurance policies as well as any optional policy subscribed by the Tourist as detailed in the Offer. Such an amount will be paid as a confirmatory deposit as per Art. 1385 c.c. For the time covered by the Trading Proposal, i.e. before the reservation is confirmed, which is meant as a conclusion of such Agreement, any right originated by the enforcement of said Art.1385 c.c. does not apply in the event the cancellation is due to force majeure.

5.2 The balance due, to include the amounts specified below under Art. 6, shall be paid within 20 days from the date of departure.

5.3 Should the Trading Proposal be forwarded by the Organizer of the Travel later than the date agreed for the payment of the balance due, said amount to be fully paid when subscribing the Trading Proposal.

5.4 The balance is considered as duly paid when received by the Organizer.

5.5 Should such amounts not be paid, the Travel Agreement to be considered as cancelled as per Art. 1456 c.c., provided the Organizer of the Travel duly inform the Tourist about their will to enforce the cancellation clause, by written note, forwarded by e-mail to the Broker (if any) or to the address/e-mail address of the Tourist specified in the Trading Proposal. Should said communication fail to be forwarded, the Travel Agreement is meant as valid.

5.6 Should the Agreement be cancelled as above specified, the Tourist to pay a penalty fee as specified by Art. 9, para. 2 of this section.

6. PRICE – PRICE ADJUSTMENTS

6.1 The price to be paid for the Tourist Package, as defined by the Trading Agreement for the Tourist Package with reference to what mentioned in the Brochure/Catalogue or program of travel not covered by the catalogue, as well as any updating of said catalogues and programs not covered by the catalogue, and applied at a later date, to include the following:

- Lump sum for the Tourist Services included in the Package;
- Premium for the compulsory insurance policies specified in the Brochure/Catalog;
- Premium for the optional insurance policies specified by the Tourist when the Trading Proposal is being issued;
- Price for additional services, if any, as agreed with the Travel Organizer.

6.2 The Price of the Tourist Package does not include the cost of visas nor any duty fees due at the arrival/departure, and the visitor tax, unless otherwise specified by the Brochure/Catalog.

6.3 Price adjustments may only be introduced to compensate the following:

- cost of transport, fuel included;
- rights and fees applicable to flights, landing taxes, embarkation or disembarkation fees at ports and airports;
- exchange rate applied to the Package involved.

6.4 Said adjustments will be based on current rates and prices applied at the publication date of the program, as specified by the catalogue data sheet, as of the date shown for such updating on the websites.

6.5 Should the Tourist Package be based on a currency other than Euros, prices will be adjusted proportionally to the variation of the exchange rate between the two currencies, should the same be either higher or lower than a 3% threshold.

6.6 Any increase in the amount to be paid by the Tourist shall be notified in writing; any request from the Tourist for price reduction shall be notified in writing.

6.7 However, no variation can be applied to prices agreed within the 20 days before departure and adjustments, if any, shall not exceed 10% of the original price.

7. INFORMATION TO TOURISTS – DATA SHEET

7.1 As per Art. 37, para. II of the Code of Ethics for Tourism, before departure, the Organizer of the Travel and the Broker shall inform the Tourist about the following:

- a) time schedules, stops and connections;
 - b) airline, when not specified at reservation, in compliance with Art.11 of EC Regulations 2111\05;
 - c) names and phone numbers of local agents, if any, for the Organizer or the Broker, and/or local contacts for Tourist assistance, as needed;
 - d) names and phone numbers of the Organizer or the Broker in the absence of local contacts agents;
- in case of minor staying abroad, names and phone numbers to contact minors directly or to contact the local agent in charge of their staying;
- f) optional insurance agreement to cover any cost paid by the tourist in case of cancellation of such agreement or repatriation in the event of an accident or illness.

7.2 Above information will be released by the Organizer of the Travel after the expiry date for the payment of the balance as per Art. 5.2 of this Section, at the forwarding of the confirmation.

8. CHANGES OR CANCELLATION OF THE TOURIST PACKAGE BEFORE DEPARTURE

8.1 Should the Organizer need to introduce significant changes to one or several terms of agreement, a written notification is promptly forwarded to Tourist, specifying any change introduced and price variations connected to the same.

8.2 Should the Tourist not accept the Change Proposal specified in para. 1 above, they are entitled to enforce their right of withdrawal with no additional charges, and alternatively:

- to purchase an alternative Tourist Package for the same price, if available at the Organizer of the Travel;
- to purchase an alternative and cheaper Tourist Package, if available at the Organizer of the Travel with a refund to cover the difference in price;
- to be fully refunded for the amount already paid.

8.3 The Tourist shall inform the Organizer or the Broker about their choice within 2 working days from receipt of the notice specified in para 1. Any failure in notifying such a decision will be considered as an acceptance of the modified proposal forwarded by the Organizer of the Travel.

8.4 The parties hereby agree to consider as significant any change introduced and resulting in a substantial variation of the major part of the Tourist Package, as per para 1 of this section; the following changes shall not be considered significant:

- date/time of departure, unless exceeding 24 hours;
- inclusion of intermediate stops not present in the original travel program, provided such an inclusion does not result in a change to the time schedule exceeding 24 hours;
- replacement of any Hotel specified in the Brochure/Catalog by another of the same class, within a distance not exceeding 50 km the Hotel originally agreed;
- cancellation of intermediate stops for overnight stays/meals, only, without delivery of further tourist services.

8.5 Should the Organizer, for any reason except for a Tourist's fault, cancel the Tourist Package before departure, the amount paid the Tourist for the purchase of such Tourist Package will be fully refunded and the Tourist has the right to file a claim for non-performance of the contract, with the exception of what specified below.

8.6 As a derogation of what specified by para. 5, no refund is allowed for the cancellation of the Tourist Package, should such a cancellation depend on the fact that the minimum number of participants was not achieved, as specified in the Brochure/catalog, and having duly informed the Tourist at least 20 days before the departure, or in case of force majeure or accidental event.

8.7 For the purpose specified in the above paragraph (para. 6), events classified as force majeure (and, as such, not giving rise to any claim) include, but are not limited to the following:

- strikes of any kind which may result in discontinuing or not providing the tourist services agreed;
- natural disasters, severe weather conditions may result in discontinuing or not providing the tourist services agreed;
- war, terrorist attacks, turmoil, riots in general.

8.8. Should the Tourist Package be cancelled for any reason except for Tourist's fault, the Tourist is entitled to be offered as an alternative and at the sole discretion of the Organizer of the Travel, a Tourist Package for replacement having the same characteristics, or higher, with no additional charges, or a Tourist Package with less services provided the difference in price is refunded within 7 days from withdrawal. However, the Tourist is free to accept or refuse the solution for an alternative Tourist Package and to be fully refunded for the amount already paid.

9. TOURIST WITHDRAWAL

9.1 The Tourist is entitled to withdraw from the agreement, free of charges as specified below:

- price increase exceeding 10%;
- significant changes to one or several terms of the contract which can reasonably be considered as fundamental in the performance of the services specified for the Tourist Package and introduced by the Organizer after the conclusion of the agreement but before the departure and, as such, not accepted by the tourist.

In the events mentioned above, the Tourist, as an alternative, is entitled to:

- benefit from an alternative Tourist package equivalent to, or higher, if available at the Organizer. If an alternative package with less services is provided, the tourist is entitled to a refund of the difference in price.
- the refund of any amount already paid, as required by law.

9.2 Further to what expressly stated in para. 1, the Tourist is entitled to enforce their right of withdrawal (regardless of the payment of any advance money as per Art. 5 para 1) against the payment of a fee calculated as follows:

- withdrawal up to 30 days before departure: 10% of the Package price;
- withdrawal 29 to 20 days before departure: 25% of the Package price;
- withdrawal 19 to 10 days before departure: 50% of the Package price;
- withdrawal 9 to 4 days before departure: 75% of the Package price;
- withdrawal 3 days before departure to the day before departure: 90% of the Package price;

Above amounts will be set off against the amounts paid by the Tourist; the amount due shall be paid within and no later than 10 days from the request by the Organizer of the Travel; failure to do so will result in additional interest for late payment calculated in compliance with the L.D. 231/2002.

9.3 The amounts specified in para. 2 will be charged for each participant; the signatory is jointly and severally liable vis-à-vis the Organizer of the Travel for the payment of the amounts due, as originated by the Trading proposal also for third parties.

9.4 What above mentioned does not include flights with carriers applying special rates. In such case the penalties applicable for cancellation are deregulated and much stricter.

10. CHANGES AFTER DEPARTURE

10.1 After departure, should the Organizer of the Travel not be able to provide a significant amount of the services agreed for any reason whatsoever, except in the case such fault is due to the Tourist, the Organizer to find suitable alternative solutions to grant the performances agreed, with no additional charge for the Tourist, or alternatively to refund the Tourist for an amount corresponding to the difference between the services delivered and those not delivered.

10.2 Should no alternative solution be applied, or should said alternative solution not be accepted by the Tourist for proven and just cause, the Organizer to provide, with no additional charges for the Tourist, a transport mean equivalent to the original one for the return to the original place of departure or to an alternative place agreed, if any, and taking into account the availability of both means and places; Tourist will be refunded for an amount corresponding to the difference between the services delivered and those not delivered.

11. TRANSFER OF THE CONTRACT

11.1 The Tourist withdrawing from the Contract is entitled to transferee the contract to whoever may replace them, provided that:

- a) a notification is duly delivered to the Organizer of the Travel at least 4 days before departure, with a description of the reasons for withdrawal from the Tourist Package and the identity of the transferee;
- b) the transferee meets all the requirements specified by the agreement (as per Art. 39 of the Code of Ethics), specifically with reference to the passport validity and the health certificates;
- c) said services or any further alternative service, as agreed, can be delivered following the replacement;

d) the replacement person refunds the Organizer any additional expenses borne for the replacement procedure, as required before the transfer.

11.2 The Transferor and the Transferee are jointly and severally liable for the payment of the balance and for whatever specified under para. d) of this article.

11.3 Any further term and condition for replacement are described in the Brochure/Catalogue.

11.4 The Parties hereby agree that, as per Art. 944 of the Navigation Code, the replacement is subjected to the Carrier approval.

12. TOURISTS DUTIES

12.1 At an agreement stage, and however before the conclusion of the agreement, the Italian citizens shall be given the general information in writing with reference to their health duties and the documentation required to travel abroad, duly updated to the date of issue of the Catalog.

12.2 As to the minors travelling abroad, please refer to the website of the State Police. However, minors shall have their own personal ID document valid for travelling abroad, i.e. their own passport or, for the EU countries a valid ID card. Terms and conditions to be complied with for 14-year-old minors as well as minors to be authorized by the judicial authority, are available on the State Police website <http://www.poliziadistato.it/articolo/191/>.

12.3 Foreign citizens shall refer to whatever specified by their Embassy on the Italian territory and/or their governmental authorities. Whatever the case may be, Tourist shall duly verify if said information are updated (Italian citizens may refer to the local Police Headquarters – Questura – or to the website of the Ministry of Foreign Affairs www.viaggiaresecuri.it or to the relevant Telephone Information Center no. 06.491115) before departure. Neither the Broker, nor the Organizer will be liable for the cancellation of those Tourist who failed to comply with said requirements.

12.4 When making a reservation for the Tourist package, Tourists shall duly inform the Broker, if any, or the Organizer of the Travel about their nationality and, at their departure, all the health obligation shall have been complied with, and Tourist shall have on them a valid ID document for travelling abroad, to every country included in the travel, as well as the short-stay and transit visas and health certification required, if any.

12.5 Also, to evaluate both security and safety in the countries of destination, and, as such, the possibility to make use of the services purchased or to be purchased, Tourists shall obtain all the general information officially made available by the Ministry of Foreign Affairs, through their Farnesina website www.viaggiaresecuri.it. Said information are not included in the catalog of the Organizer of the Travel – either online or as hard copies – as these include general information as specified by Art. 38 of the Code of Ethics for Tourism. Any information concerning the social and political situation within said countries are therefore at the Tourist care.

12.6 Should the country of destination not be recommended for security reasons at the date of reservation, the tourists enforcing their withdrawal right at a later date are not entitled to file any claim based on the agreement terms connected with the security in the destination country.

12.7 Tourists shall comply with the rules of prudence and diligence and to the rules and regulations in force in the destination countries, according to the information provided by the organizers, to include any rule and regulation by law with reference to the Tourist Package. Tourists are liable for any damage suffered by the Organizer/Broker in case above obligations are not complied with, including any charge applied for their repatriation.

12.8 Tourists shall deliver the Organizer of the Travel, any document and information at their hands as to the enforcement of the right of subrogation to third parties liable for the damage, and will themselves be liable to the Organizer about the prejudice to such right of subrogation.

12.9 Tourists shall inform the Organizer of the Travel in writing at the subscription of the Trading Proposal for the Tourist Package, i.e. before their confirmation of said reservation and services delivered by the Organizer, about any special need to be included as a condition for the travel agreement, if any and provided their feasibility.

12.10 Tourists shall inform the Organizer of the Travel about any health condition and status likely to affect the feasibility of the Package, e.g.: allergies, intolerances, respiratory pathologies, difficulties in walking, sensory and motory impairments.

12.11 Tourists shall inform the Organizer of the Travel their will to travel with domestic animals; the Organizer of the Travel may refuse said authorization at their discretion; tourists are not allowed to travel with non-domestic animals.

13. LIABILITIES

13.1 The Organizer of the Travel is liable for any damage suffered by the Tourist due to a full or partial lack of compliance with the terms and conditions of the agreement, either due to the Organizer or to Third Parties providers of the services, unless it can be clearly demonstrated that said damages are due to the Tourist fault (to include any initiative by the latter while enjoying the services agreed) or to third parties as a consequence of an unforeseeable or unavoidable deed, to circumstances outside the control of the Organizer, force majeure, or any event which the Organizer had no chance to reasonably foresee or prevent.

13.2 As stated in the above para., the definition “performances covered by the agreement” does not include any service purchased the Tourist locally and not included in the Tourist Package, unless the possibility to purchase said services is clearly mentioned in the Brochure/Catalog or, in general, in the Travel agreement.

13.3 The Broker where the reservation of the Tourist Package was made, is not liable for any obligation as to the organization and performance of said Package. The Broker’s liability only covers whatever clearly stated as to their role under the terms stated by law and unless explicitly entitled to the right of exemption as per Art. 46 of the Code of Ethics for Tourism.

14. LIMIT OF COMPENSATION

Any compensation due as per Art. 44, 45 and 47 of the Code of Ethics for Tourism, and relevant limitation are regulated by said Articles and however as prescribed by the C.C.V, and the International Conventions applicable to the performances included in the Tourist Package, as well as by Art. 1783 and 1784 of the Civil Code, except for personal injuries, to which said limitation does not apply.

15. DUTY OF ASSISTANCE

The Organizer of the Travel shall take appropriate measures to assist Tourist as required by the principle of professional care and as far as their duties are concerned, as stated by law or terms of agreement. Tourists with disabilities or impaired mobility shall be assisted, as stated by the EC regulations applicable, through the whole travel, with any appropriate means, as well as during the preliminary steps; to enforce such right, the Tourist involved shall duly inform the Organizer of the Travel, or the Broker, if any, or the provider of the transport service with the following advance notice:

- 48 hours, for air travels;
- 48 hours, for travels by train;
- 36 hours, for travels by bus or coach;
- 48 hours, for ship travels.

16. CLAIMS

16.1 Any breach of the Agreement shall be duly and timely reported while the Package is being enjoyed to allow the Organizer, or their local representative, or the Tour Leader to find a suitable and timely remedy. Failure to do so will result in a partial refund or claim dismissal, as per Art. 1227 c.c.

16.2 Without prejudice to what aforementioned, the Tourist is entitled to put forward such claim by means of registered letter with acknowledgment of receipt to the Organizer, or to the Dealer, within and no later than 10 working days from the date of return to the place of departure.

17. INSURANCE FOR CANCELLATION AND REPATRIATION FEES

Even if not expressly included in the package price, when making a reservation for the package at the Organizer’s or at the Broker’s premises, it possible, and recommended, to take out insurance for any fee originated by the cancellation of the package, repatriation due to accidents and illnesses, baggage loss or damage. The relevant Form is available on our Website. Any right originated by the insurance policies taken out shall be enforced by the Tourist through their Insurance Company under the terms and conditions stated by said policies, as stated by the online policies published on the Website, or available with the documentation handed to Tourists at departure.

18. PROTECTION FROM BANKRUPTCY AND INSOLVENCY AND IMMEDIATE RETURN OF THE TOURIST

The Travel Organizer is in compliance with Article 50, paragraph 2, of Legislative Decree 79/2011, as it joins the Fund Vacanze Felici S.c.a.r.l., (registered office: Via Larga 6 - 20121 Milan, VAT: 09566380961 www.fondovacanzefelici.it).

For the protection of Clients who are in possession of the Contract, the Travel Organizer, through adherence to the Fund Vacanze Felici, a limited liability company, in case of insolvency or declared bankruptcy of the intermediary or the organizer, provides:

- a) reimbursement of the price paid;
- b) repatriation in the case of travel abroad.

In any case, the Ministry of Foreign Affairs may request the persons concerned to repay, in whole or in part, the costs incurred for the rescue and repatriation of persons who abroad have deliberately been exposed, unless justified reasons related to the exercise of professional activities, at risk they might have known with the use of normal care.

19. OPERATIONAL CHANGES

Taking into account the significant advance in the publishing of Brochure and Catalogs including the information on the services delivered, timetables for flights and train departure stated in such documentation may vary and are subjected to further confirmation. To such purpose, the Tourist shall require the Organizer or the Broker, if any, a confirmation of the same. The

Organizer of the Travel will inform passengers about the name of the actual carrier/s within the time and in compliance with the terms stated by Art.11 of the EC regulations 2111/2005 above mentioned in para. 7.1 at item b).

B. GENERAL TERMS AND CONDITIONS OF AGREEMENTS FOR THE TRADING OF SEPARATE TOURIST SERVICES

1. REGULATIONS IN FORCE

Any agreement for the supply of a single transport/stay service, or any separate tourist service, cannot be considered as a planning of a travel or a tourist package itself, and, as such, will be subjected to what stated by the following CCV regulations: Art. 1, no. 3 and no. 6; art. 17 through 23; art. 24 through 31 (limited to the sections of the provisions not referred to the organization agreements), as well as by any further agreement specifically referred to the sale of a separate service subject to an agreement. The seller offering to third parties a separate service, also online, shall release full documentation for such service, showing the amount paid e cannot be considered under any circumstance whatsoever as the organizer of the travel.

2. TERMS OF AGREEMENT

The general terms of agreement for the sale of tourist packages mentioned above and applicable to said contracts are the following: Art. 4 para. 1; Art. 5 para. 3; Art. 12; Art. 16. The enforcement of such Articles does not change the status of said services into a Tourist Package. Any definition used in said terms and referred to the Tourist Package Agreement (i.e. organizer, travel, etc.), shall therefore be considered as referred to the equivalent professionals involved in the trading for the sale of the separate tourist services (seller, stay, etc.).

A. NOTIFICATIONS

Any Notification to the Organizer of the Travel, as envisaged by these General Terms of Agreement, shall be forwarded as stated below:

- by E-mail: info@jo-in.it

- by registered letter with acknowledgment of receipt: **JO-IN BY STI: Soluzioni Turistiche Integrate S.r.l. – via Cigna 96/17D – 10155 – Torino - ITALY**

B. LAW DECREE ART. 13-14 Reg.to UE 2016/679

More details [here](#).

C. VALIDITY OF THIS 'GENERAL TERMS AND CONDITION OF AGREEMENT'

This 'General Terms and Condition of Agreement' applies as of 09.01.2015.

