

CONTRACT CONDITIONS FOR THE SALE OF TOURIST PACKAGE HOLIDAYS

1. Purpose of the Contract

Ferdinanda Travel is an Incoming Tour Operator for Italian travel services based in Italy and offers travel companies (hereafter called THE CLIENT) these services for the preparation of their own group travel packages or the booking of hotels, farmhouses and B&Bs. Trips with 8 or more paying guests count as groups. The following booking conditions apply to all services. The Tour Operator, **Ferdinanda Travel di Cossari Fernando Antonio**, Via Nazionale, 52/54 - 88060 Badolato Tel. 0039 0967.811547 - Fax 0039 0967.811635 - www.travelcalabria.com Licence: N. Rea presso Camera di Commercio di Catanzaro 170763 Polizza R.C.T. number 127748 AGA International Sa, operates as Tour Operator of the "Riviera e Borghi degli Angeli" and has activated an online Special Offer section on its web site www.travelcalabria.com. Competitively priced diversified Tourist Package offers can be bought by individual clients. This contract defines the conditions predisposed by Ferdinanda Travel regarding the purchase of travel services – as defined in paragraph 2 below - by the CLIENT (the "CLIENT") from the web site www.travelcalabria.com (the "Site"). The Client must accept these conditions before proceeding to purchase the travel services as defined below.

In default of any separate contract between the parties, the following agency terms apply between **Ferdinanda Travel**, any Calabrian accommodation supplier (The Hotel) and the tour operator (The client). Ferdinanda Travel has selected a range of independent good quality hotels, farmhouses and B&Bs throughout the Calabria and has agreed agency terms with those hotels, farmhouses and B&Bs to represent them in their dealings with tour operators. Ferdinanda Travel has allocated each accommodation supplier to a grade category and assigned a price to each category.

The Client authorises Ferdinanda Travel to act on its behalf as its agent in selecting and procuring accommodation and services at accommodation suppliers at rates as set out in the annual agreement.

The Client agrees and undertakes:

- To comply with the terms of pricing, payment and issuing of vouchers, included hereto.
- To use his best endeavours to sell the hotels, farmhouses and B&B's.
- To inform clients and keep them informed of all conditions relevant to the booking and the exchange of vouchers.
- To keep Ferdinanda Travel fully informed of all relevant developments concerning the market within the territory.

The Client acknowledges Ferdinanda Travel is acting simply as a booking agency between the tour operator and the 3rd party accommodation supplier. The Client acknowledges that it enters into a contract with each accommodation supplier chosen and is bound by the terms of the contract. As agent, Ferdinanda Travel is not liable for any act or omission of any accommodation supplier and the tour operator undertakes to indemnify and hold harmless Ferdinanda Travel from any damages arising from any acts or omissions of the accommodation supplier. The tour operator undertakes to indemnify and hold harmless Ferdinanda Travel from any damages arising from any acts or omissions of the properties resulting in death/personal injury to the tour operators' clients outside of Ferdinanda Travel's (or its employees) direct control.

2. Issuing of the contract and contractual services

Insofar as the offers submitted by the THE CLIENT are accepted by FERDINANDEA TRAVEL, a booking confirmation of the offered and requested travel services will follow from Ferdinanda Travel. The offers are subject to availability at the time of booking by THE CLIENT. A contract between FERDINANDEA TRAVEL and the THE CLIENT of the group trip concerning the booked services first comes into being with a written booking confirmation from FERDINANDEA TRAVEL. A contractual affiliation between individual customers of the THE CLIENT and Ferdinanda Travel is not created through this process. The extent of the contractual services arises from the service descriptions in the catalogue as well as from the statements in the booking confirmation. Additional agreements (changes, additions, special requests, etc.) require an express written confirmation from FERDINANDEA TRAVEL. If an express written confirmation does not follow the booking confirmation, the wishes expressed in the booking correspondence are to be handled only as nonbinding wishes, for whose granting no guarantee can be given.

3. Types of services offered

A "Tourist Package" as defined in art. 34 of the Government Decree dated 23 May 2011, no. 79 (c.d. "Codice del Consumo"), available on the website under the section "Special Offers", is created, by anybody and in anyway, by the predetermined combination of at least two of the elements listed here below, sold or offered for sale at a flat-rate price:

- a. transport
- b. lodging
- c. tourist services not connected to transport or lodging whereof in art. 36, which represent a significant part of the tourist package for the recreational needs of the tourist.

4. Parts of the Contract

The Purchase of the Tourist Package constitutes a contract between the Client and the supplier Ferdinanda Travel, which is undertaken by means of the following operations to be carried out by the Client:

- selection between the offers proposed on the Site "www.travelcalabria.com" or on our brochure
- acceptance of the contractual conditions by sending an e-mail
- payment of a deposit of 30%
- a 15 % commission will be given to THE CLIENT by Ferdinanda Travel for the sale of these services

These operations determine the moment and the place where the contract is concluded.

5. Conditions relative to the tourist packages and to the single travel services

The supply of Tourist Packages is regulated by the general conditions of sales pertaining to the international Convention relative to travel contracts (the "CCV" - "Convention Internationale relative au Contrat de Voyage" follows below) dated 23.04.1970, and ratified in Italy with the law no, 1084 in 1977 and by the government decree no. 79 of 23.05.2011 (Consumption Code). Accordingly, before proceeding with the purchase of a Tourist Package, the User must read and must accept the present conditions of sale that regulate every aspect of the Purchase.

6. Administration

- Subject to any directly separate arrangement between the tour operator and a specific property, all bookings are made on a request basis. Ferdinanda Travel does not hold committed bedroom inventory nor any risk associated with that business model.
- Requests can be made by e.mail (info@travelcalabria.com)
- If accommodation is available it is confirmed in a fully priced invoice. A "Confirmed" voucher must be issued to include the Ferdinanda Travel reference number. All "Go As You Please" or "open reservations" must be issued with an "Open" voucher specifically relating to that programme.

7. Payment of the trip price / special lien

For trips listed online, unless arranged otherwise, 30% of the whole bill is due to FERDINANDEA TRAVEL 60 days before the departure date of the group. The balance should be received in full into our bank account at least 21 days before arrival. Should payment not be made punctually before the start of the trip, the performance of the booked services is not guaranteed. In this respect, a special lien, which can be exercised at any time, appertains to FERDINANDEA TRAVEL until the trip price has been fully paid. Customized trips may have different terms of payment and they will be indicated in the proposal. The organiser, after having received confirmation of credit from the his bank, will send to the aforementioned Client an e-mail of confirmation within 48 hours, containing a copy of the details of the Purchase.

7.1 Methods of Payment. Full Payment for the Travel Services acquired must be effected by the User upon choosing the Travel Service and by sending a wire transfer as a deposit. The monies are charged to the account only after the organisers have sent an e-mail of confirmation regarding the selected Travel service (as described in paragraph 5.1 above):

7.2 Special Offers and Restrictions. The offers publicised on the Site are subject to availability; it being understood that only available offers should appear on the site. Any other eventual restrictions are indicated in detail in the offer presented on the Site.

7.3 Price. The price of each Tourist Package offered on the Site or on our brochure may be subject to variations in time in order to allow the intermediary to offer the Client the most competitive price, and in consideration of other factors. The price is tied to many factors, amongst which are: 1) the date on which the Purchase is made; 2) the hotel category chosen; 3) the departure date; 4) the length of the stay; 5) whether or not the hotel stay includes a weekend; 6) etc. The CLIENT can verify the availability of the chosen Travel Service by phone or by sending an e-mail as well as the actual price.

7.4 Information and voucher delivery. Before departure, the Client will receive a **confirmation voucher** by e-mail summarizing the purchased services. The Client is obliged to control that all the information carried on the voucher regarding the hotel category, the date of arrival and departure, as well as the extra services booked (tastings, tickets for shows etc) is correct. The Client must consign the print-out of the summarizing voucher to the Reception of the hotel that has been booked, in exchange for which, as well as the use of the overnight facilities already booked, he/she will receive the single vouchers relative to each single added service bought, as well as a list of the participating facilities, and where their services may be used.

Properties are divided into 4 pricing categories as indicated in the annual guides, in the listings and on the Travel Calabria website. The tour operator recognizes that the listings supplied for brochures are compiled up to 9 months in advance and are for guidance only. Accommodation may change ownership prior to and during the course of the year and new owners are free to change their category rate. The tour operator also recognizes that some booking requests (Easter, Christmas, Bank Holiday, weekends etc.) may be offered by Ferdinanda Travel on behalf of the property at higher rates than the specified category rate for a particular property.

All vouchers cover the cost of bed, breakfast (where indicated), VAT (where applicable) and service in a twin/double room, subject to availability. Visitors in high season (July 1st-August 31st, Public Holidays and Weekends, Easter and Christmas/New Year) are urged to pre-reserve accommodation.

8. Variations before purchase

For any variations made to the proposed package, such as for example the insertion of a third bed in the bedroom, the price supplement for a single room, etc the purchase may no longer be effected on-line, but the Client must refer to the participating Travel Agencies listed on the Site beneath the words "personalize offer". A customized package may be created.

8.1 Variations made after purchase

Following the purchase of a package it will no longer be possible to make any alterations to the services that have been purchased. Substitutions may not be made regarding the services contained in other packages whether they are of greater, lesser or of equal value to the one already purchased.

9. Cancellation

A partial cancellation of the booked travel services is possible at any time - as long as the total number of participants does not drop below the minimum required, even for part of the trip. The cancellation is without penalty up to 60 days before the start of the journey. A booking fee will not be charged. In the case of a cancellation up to 59 days before the start of the trip, the following penalties are to be paid:

59th -30th day before the start of the trip: 10 % of the trip price

29th – 14th day before the start of the trip 50%

13th – 5th day before the start of the trip: 90 % of the trip price

5th or less day before the start of the trip: 100% of the trip price

A partial cancellation of certain services or in regards to individuals is possible up to 30 days before the departure of the trip. In these cases, the remuneration is then to be paid out of the cancelled part of the trip price.

However, if a partial cancellation results in the number of participants dropping below the minimum required, the entire trip must be cancelled. In case of no-shows, the entire trip price must be paid under all circumstances.

The above cancellation terms are valid unless otherwise noted on the proposal

10. Non-claimed services

When a trip is undertaken, but the booked services are not fully utilised, FERDINANDEA TRAVEL retains its full entitlement. However, FERDINANDEA TRAVEL will try to obtain the saved expenses for the non-claimed services from the service providers. These savings will be forwarded to THE CLIENT only when FERDINANDEA TRAVEL is reimbursed by the service providers. FERDINANDEA TRAVEL cannot be held responsible for changes that are not within the control of FERDINANDEA TRAVEL promises under all circumstances to find the best possible alternative solution.

11. Minimum number of participants

The minimum number of participants for all offered trips amounts to 8 people, except for when a different minimum number of participants is explicitly mentioned in the offer and in the booking confirmation. If the minimum number of participants is not reached, and the trip is not cancelled within the agreed date, payment must be paid to cover the cost of the minimum number of participants.

12. Free places

The costs for the group trips include a free place for the coach driver or tour guide (with a minimum of 20 paying guests) in a single room, the second free space is granted sharing a double room as from 40 paying guests. This rule is only valid for trips published online. Otherwise the conditions stipulated in the offer apply.

13. Travel service

THE CLIENT is accountable itself for the support of the trip by a tour guide, to the extent that a tour guide provided by FERDINANDEA TRAVEL for the whole or part of the trip was not expressly mentioned in the service description. Insofar as a "tour guide for the entire trip" is advertised, a professional tour guide is included, who can confer cultural and historical information as well as information about the customs and traditions in the region.

14. Guarantee - Remedy

Should, from the viewpoint of THE CLIENT, the travel services be deficient, this is to be reported immediately to FERDINANDEA TRAVEL, so that the deficiencies can be examined and, if necessary, remedial action can be taken. Should the booked services also include a tour guide, any deficiencies may also be brought to the attention of the tour escort.

15. Liability

The tour operator carries the guarantee liability with regards to the participants of the trip. FERDINANDEA TRAVEL is solely liable if a fault of FERDINANDEA TRAVEL or its service providers is present. Should damages be neither willfully nor recklessly caused by FERDINANDEA TRAVEL but solely by fault of a service provider, FERDINANDEA TRAVEL's liability, excluding the case of physical injury, is limited to three times the price of the trip of the affected participants. Criminal liability claims remain unaffected.

16. Compliance with legal regulations

THE CLIENT is responsible for information and compliance with the respective legal regulations, especially the passport, customs, foreign currency, inoculation and visa regulations, for the participants booked by the THE CLIENT.

17. Competent court of jurisdiction

The competent court of jurisdiction for FERDINANDEA TRAVEL is Catanzaro.

18. Invalidity of a travel condition

Should any of the above-mentioned travel conditions be ineffective or invalid, this does not result in the invalidity of the entire travel contract.

19. Contracting partner

The contracting partner for the travel services booked with FERDINANDEA TRAVEL is:

Ferdinanda Travel di Cossari Fernando Antonio

Via Nazionale 52/54 - 88060 Badolato (CZ)

Tel. 0039 0967 811547 • Fax 0039 0967 811635

info@travelcalabria.com

Force Majeure

We plan our trips with a lot of caution and foresight, however, unfortunately not everything can be anticipated. Please note that we cannot be held responsible for force majeure such as incidents caused by the weather, traffic jams, strikes and other events beyond our control

Accuracy of the information

We have tried to provide full and accurate information in our catalogues. However, we do not accept liability for information that could in any form be incorrect or incomplete. This refers, among other things, to specified admission prices and other information, that could change in the short or long term, or have already changed. Reproduction, even partially, is only allowed with permission from FERDINANDEA TRAVEL

Booking Conditions

Calendar // December 2016 - December 2017

Technical Organisation:

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