

GENERAL TERMS & CONDITIONS

Venessence Snc makes every effort to provide accurate quotes and product descriptions for all our tours, hotels, activities, and services. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update these terms and conditions without liability or prior notice.

PREAMBLE

This Contract sets forth the terms and conditions under which VENESSENCE SNC (hereafter Organizer), a registered and bonded tour operator in Italy, agrees to provide travel services and accommodations to the Traveler (hereinafter Traveler (s)) or an Intermediary (hereinafter Intermediary).

The present terms and conditions (hereinafter Contract) are an integral part of the travel services package (hereinafter Travel Package), together with the detailed itinerary and confirmation of the requested services.

The Organizer sends the present Travel Contract to the Traveler or the Traveler's Intermediary. The Traveler shall be entitled to receive a copy. By signing the present Contract, the Traveler agrees to accept, for themselves and all Travelers part of the travel services package, the terms and conditions stated herein.

1. LEGISLATIVE SOURCES

The sale of Travel Packages and all tourist services are governed by the Italian Tourism Code (articles 32-51 - novies) as amended by Legislative Decree no. 62/2018 implementing EU Directive 2015/2302 and subsequent amendments and provisions of the Civil Code on transport and mandate, as applicable.

2. ADMINISTRATIVE RULES

The Organizer and the Intermediary of the Travel Package, to whom the Traveler requests travel services, are licensed and authorized by current laws, including regional and municipal, to operate by the provisions herein.

The Organizer or the Intermediary shall make available proof of liability insurance and a bond for the risk of insolvency or bankruptcy. The Organizer and Intermediary shall be deemed responsible for their respective parts.

3. DEFINITIONS

For the present Terms & Conditions, the following definitions shall apply:

- 1) Organizer: subject who combines and sells travel services for direct sale or through or together with an Intermediary;
- 2) Intermediary: subject who sells or offers for sale packages combined by an Organizer;
- 3) Traveler: any subject who purchases directly or is authorized to purchase on behalf of a third party a travel package without remuneration. By booking on behalf of another person or persons, Traveler represents, and warrants having obtained all required consents. The Traveler is responsible for verifying that information provided by other Travelers is complete and accurate, and the Organizer shall under no circumstance be liable for any errors or omissions in the information provided when completing and executing the Travel Package. All documents shall be sent to the email address of the Lead Traveller only.

4. TRAVEL SERVICE PACKAGE

The definition of a Travel service package is as follows: "The object of a Travel service package is trips, holidays, and "all-inclusive" vacations resulting from the combination by the Organizer of at least two of the following elements, which are sold or offered for a proposed price: a) transport; b) accommodation; c) tourist services referred to in art. 36 of the Italian Tourism Code, which, for the satisfaction of the recreational needs of the tourist, constitutes a significant part of the "tourist package" (art. 34 of the Italian Tourism Code).

The Traveler has the right to obtain a copy of the present Contract, which constitutes the right to access the Guarantee Bond.

5. INFORMATION ON THE ORGANIZER

Venessence SNC, located in Viale della Repubblica 181/3 31100 Treviso, is a Tour Operator registered at prot. n.55382 dated 01/02/2024 under the city of Treviso and registered at SCIA n. 05461990268-12022024-1231 Prot. 0052780 dated 20/02/2024. Venessence has underwritten Insurance Policy # 440761544 with Assicurazioni General and an insolvency Bond with IL SALVAGENTE C/O AIAV n. 2024/n.1-7041 Corso Regio Parco, 15 – 10152 Torino TO

6. PAYMENT TERMS

Payment for customized travel services is as follows:

- 30% of the proposed price is due within 5 (five) days from itinerary approval and is considered nonrefundable.
- 30% due 60 (sixty) days prior to start of travel services;
- Balance due 30 (thirty) days prior to start of travel services.
- Full payment is due if the start date is less than 30 (thirty) days.
- The Organizer may request a \$250.00 nonrefundable fee to begin the planning process for up to 2 travelers and \$100 non-refundable fee per additional traveler. This fee shall be applied to the services booked through the Organizer. Failure to remit payment to the Organizer of the above amounts by the due dates shall constitute automatic termination of the Contract. The Organizer shall communicate the termination in writing to the Traveler or the Travel agent. The balance is considered paid when the Organizer receives the sums.

7. MODIFICATION OR CANCELLATION OF THE TRAVEL SERVICES PACKAGE

7.1 BY THE ORGANIZER BEFORE DEPARTURE

Before departure, the Organizer may modify one or more services of the travel package and shall immediately notify the Traveler in writing, indicating the type of change.

Should the Organizer cancel the travel services package before departure for any reason, except due to the Traveler's fault, it shall reimburse the Traveler the amounts paid for the travel package purchase. The Traveler is entitled to be compensated for the non-execution of the Contract within the limits of the law. Should the Organizer cancel the travel package because the previously informed minimum number of participants is not met, no compensation is due. No compensation is due should the Organizer cancel for force majeure and unforeseeable circumstances. The Organizer shall refund only the amounts received within 14 working days from the cancellation.

7.2 BY THE ORGANIZER AFTER DEPARTURE

Should the Organizer not be able to supply an essential part of the services included in the travel service package for any reason (except due to the Traveler's fault), alternative solutions shall be provided to the Traveler at no extra charge. If the value of the supplied services is lower than the value of the previously agreed services, the difference shall be refunded.

7.3 BY THE TRAVELER BEFORE DEPARTURE

The Traveler may withdraw from the Contract, without penalties, in the following cases: price increase greater than 8%; significant modification of one or more elements of the Contract that can be objectively configured as fundamental for the travel package considered as a whole and proposed by the Organizer after the conclusion of the Contract itself but before departure.

The Traveler withdrawing from the Contract before departure shall be liable for cancellation penalties based on the days the Organizer is notified of the cancellation and the start of the travel services package. The following cancellation penalties apply:

- 60-45 days prior to trip start date: 50% penalty
- 46-30 days to trip start date: 75% penalty
- 30 days or less prior to trip start date: 100%

The cancellation penalties apply if the Traveler cannot travel due to missing or irregular personal emigration documents. For pre-established groups, cancellation penalties shall be agreed upon on a case-by-case basis.

Purchase of tickets for special services, such as train tickets, entrance tickets, and event tickets, are non-changeable and nonrefundable once issued. Any changes will require a new purchase.

7.4 BY THE TRAVELER AFTER DEPARTURE

If the Traveler abandons the planned trip at any point during the arranged and planned itinerary dates, cancels individual services, or is a no-show, all and any rights to a refund of any used and unused portion of the travel service are forfeited.

Any changes or modifications to the travel service package are considered a new travel service booking and must be paid by the Traveler at confirmation.

8. SUBSTITUTIONS/NAME CHANGES

The Traveler may request to be replaced by another Traveler provided that the Organizer is informed in writing at least 20 days before departure. The transferee shall satisfy all the conditions for the use of the service (under Article 89 of the Italian Civil Code), particularly passports, visas, and health requirements. Any additional costs related to the substitution must be paid upon confirmation of the name change. The transferor and the transferee shall be jointly liable for the balance payment.

9. TRAVELER OBLIGATIONS

The Traveler shall be responsible for complying with passport, visa, and health requirements. It is recommended that Travelers check with the Department of State or similar for the latest passport, visa, health, and travel requirements. The Traveler shall be responsible for ensuring all names provided on the Contract match the Traveler's passport name. Any name variations may require re-ticketing/re-booking at the Traveler's expense.

The Traveler shall also inform the Organizer in writing, at the time of booking, of any particular personal requests or needs that may be the subject of specific agreements on travel arrangements, provided it can be executed. The Traveler shall always be responsible for informing the Intermediary and the Organizer of any special needs or conditions (pregnancy, food intolerances, disability, etc.) and specifying the request for related personalized services.

The Traveler shall be liable for any damages suffered by the Organizer due to the inability to follow the above obligations set forth. The Traveler must provide the Organizer with all the known documents, information, and elements necessary in exercising the rights of the Organizer towards third parties responsible.

10. LIMITS OF RESPONSIBILITY

The Organizer shall be liable for damages caused to the Traveler as a result of the total or partial non-performance of the services contractually due, whether carried out by the Organizer personally or by the third-party service provider, unless the Organizer proves the event was the result of the Traveler's action (including initiatives taken independently in the course of the performance of the tourist services) or by unforeseeable or unavoidable circumstances unrelated to the provision of the services provided for in the Contract, force majeure, or circumstances that the Organizer could not, based on professional diligence, reasonably foresee or resolve. The Intermediary with whom the booking of the tourist package has been made is not responsible for the obligations relating to the organization and execution of the travel package but is only responsible for the obligations arising from its role as an intermediary and for the execution of the mandate given by the Traveler, as explicitly provided for by art. 50 of the Italian Tourism Code, including the guarantee obligations in art. 47.

According to art. 43 and 46 of the Italian Tourism Code, compensation and time limits are governed by the provisions thereof and, in any case, within the limits established by the International Conventions governing services object of the travel package as well as by articles 1783 and 1784 of the Italian Civil Code.

11. TRAVEL INSURANCE

The Organizer strongly advises the Traveler to underwrite a travel and cancellation insurance policy at the time of booking to cover costs arising from package cancellation, accidents and/or illnesses, repatriation, loss and/or damage of baggage, and other related travel issues. The rights arising from insurance contracts must be exercised by the Traveler directly against the contracting insurance companies under the conditions and in the manner provided by the policy.

12. OBLIGATION OF ASSISTANCE

The Organizer must assist the Traveler, based on a professional diligence principle, solely concerning its obligations or by Contract or law. The Organizer and the Intermediary are exempt from their responsibilities (art. 13 and 14) when the unsuccessful or wrong execution of the Contract is caused by Traveler's fault, or there is an inevitable or unforeseeable third-party event, or act of God event.

13. COMPLAINTS AND CHARGES

Any failure in executing the Contract must be contested by the Traveler during the fruition of the travel package by promptly submitting a complaint so that the Organizer, its local representative, or the accompanying person may promptly remedy. Otherwise, compensation for damages will be reduced or excluded by Art. 1227 Italia Civil Code. The Traveler must also, under penalty of forfeiture, submit a complaint by sending a registered mail with a return receipt, or other means that guarantees proof of receipt, to the Organizer or Intermediary no later than ten working days from the date of return to the place of departure.

ADDENDUM GENERAL TERMS AND CONDITIONS OF CONTRACT FOR THE SALE OF INDIVIDUAL TOURIST SERVICES

A) REGULATORY PROVISIONS

Contracts for transport services only, accommodation service only, or any other separate tourist service, which cannot be considered a negotiation of a travel organization or travel package, do not enjoy the same protections provided for Travelers under the European Directive 2015/2302 unless otherwise indicated in the Contract by the Organizer. The Intermediary who procures a single travel service for a third party is required to issue the Traveler documents relating to the service showing the amount paid for the service and cannot be considered a travel Organizer.

B) INFORMATIVA PRIVACY RIDOTTA

Traveler is informed that their data, the provision necessary to allow the conclusion and execution of the travel contract, shall be processed manually and/or electronically in compliance with current legislation. Any refusal shall make completing and executing the Contract impossible. The rights are provided for by current legislation.

Venessence Snc
February 1, 2025