

General Terms Bike Tours

GENERAL TERMS AND CONDITIONS FOR SALE OF TOUR PACKAGES

1. INTRODUCTION. CONCEPT OF TOUR PACKAGE

Given that: a) the organiser and seller of the tour package to whom the consumer refers must be in possession of the administrative authorisation to carry out their activities; b) the consumer is entitled to receive a copy of the contract of sale for the tour package (under Art. 85 of the Consumer Code), which is essential for any access to the Guarantee Fund under Art. 18 of these General Terms and Conditions. The concept of a tour package (Art. 84 Consumer Code) is as follows: tour packages concern travel, holidays and "all-inclusive" tours resulting from the pre-arranged combination of at least two of the items listed below, sold or offered for sale at an inclusive price, and of more than 24 hours in duration or extending over a period of time including at least one night: a) transport; b) accommodation; c) other tourist services not ancillary to transport or accommodation (omitted) ... accounting for a significant proportion of the "tour package".

2. LEGISLATIVE SOURCES

The sale of tour packages, whether for services provided within the country or abroad, will be governed by Law No. 1084 of 27/12/1977, which ratifies and implements the International Convention on Travel Contracts (CCV) signed in Brussels on 23.4.1970, where applicable, and the Consumer Code.

3. REQUIRED INFORMATION - TECHNICAL DATA SHEET

The organiser has the obligation to provide a technical data sheet in the catalogue or off-catalogue programme.

The mandatory items for inclusion in the technical data sheet in the catalogue or off-catalogue programme are: - details of the administrative authorisation of the organiser; - details of the civil liability insurance policy; - the period of validity of the catalogue or off-catalogue programme or customised trip; - terms and conditions of substitution (Article 89 of the Consumer Code) - reference currency for purposes of currency, day or value adjustments.

4. BOOKINGS

Booking requests should be made on the appropriate contract form, electronic if necessary, fully completed and signed by the customer, who will receive a copy. The booking is considered accepted and complete, resulting in the conclusion of the contract, only once the organiser has sent confirmation, including by electronic means, to the client at the selling travel agency. Indications regarding the package that are not contained in the contract documents, brochures or other means of written communication will be provided by the organiser under his own expense in fulfilment of the obligations specified in Art. 87 paragraph 2 of the Consumer Code before the start of the trip.

5. PAYMENTS

The amount of advance payment, up to a maximum of 25% of the price of the package, to be made at time of booking or binding request and the date before departure by which the balance must be paid, should be stated in the catalogue, brochure, or other material. Failure to pay the amounts mentioned above by the established dates constitutes an expressed termination by which the intermediary agency and/or the organiser can legally decide to terminate the contract.

6. PRICE

The price of the tour package is determined in the contract, with reference to what is stated in the catalogue or off-catalogue programme and any updates subsequently made to catalogues or off-catalogue programmes. It can be changed up to 20 days before departure and only due to changes in: - transport costs, including the cost of fuel; - dues and charges on certain types of tourist services such as taxes and landing, disembarking or embarking fees at ports and airports; - the exchange rates applied to the package in question. For these changes reference will be made to the exchange rates and above-mentioned costs in force on the date of publication of the programme as reported in the technical data sheet of the catalogue or on the date shown any of the above-mentioned updates. Fluctuations will affect the overall price of the tour package in the percentage expressly indicated in the technical data sheet of the catalogue or off-catalogue programme.

7. MODIFICATION OR CANCELLATION OF THE TOUR PACKAGE BEFORE DEPARTURE

Prior to departure, if the organiser or seller needs to significantly change one or more items in the contract, he will immediately notify the consumer in writing, stating the nature of change and the consequent change in the price. If the consumer does not accept the proposed amendment referred to in paragraph 1, he can exercise the right to refund of the amount already paid or accept the offer of a substitute package, as described in paragraphs 2 and 3 of Article 8. The consumer may also exercise the rights mentioned above for cancellation due to failure to reach the minimum number of participants stated in the catalogue or off-catalogue programme, or in cases of force majeure and fortuitous events affecting the purchased package. For cancellations other than those caused by force majeure, unforeseeable circumstances and failure to reach the minimum number of participants, and those other than the refusal of customers to accept offered alternative tourist packages, the cancelling organiser (Art. 33 (e) Consumer Code), will return twice what was paid to the consumer and received by the organiser, through the travel agent. The refunded sum will not exceed double the amount that the consumer would be owed on the same date, as provided by the Article 8, paragraph 4, if he were to have cancelled. Cancellation of the trip due to lack of the minimum number, if communicated to the consumer at least 21 days before departure, only requires reimbursement of the amounts paid.

8. CANCELLATION BY THE CONSUMER

The consumer may cancel the contract without paying penalties in the following cases: - increase in the price referred to in art. 6 in excess of 10%; - significant changes to one or more items in the contract that are objectively fundamental for the experience of the tour package considered as a whole and proposed by the organiser, after the conclusion of the contract but before departure and not accepted by the consumer. In the cases mentioned above, the consumer has the right either: - to accept an alternative tourist package at no extra charge or with the restitution of the excess price if the second package has a value lower than the first; - the return of only the part of the price already paid.

This refund must be made within seven working days of receipt of the request for reimbursement.

The consumer must communicate his decision (to accept the change or cancel) no later than two working days from the moment he receives the notice of increase or change. In the absence of express notice within such period, the proposal made by the organiser is considered accepted. The consumer who withdraws from the contract prior to departure in case other than those listed in the first paragraph will be charged - regardless of the payment of the account mentioned in Article 5, paragraph 1 - the individual cost for the processing of the transaction and a penalty of the amount indicated in the technical data sheet of the catalogue, off-catalogue programme or customised trip. In the case of pre-formed groups, such payments will be agreed on each occasion upon signing of the contract.

CANCELLATION PENALTIES

The customer who withdraws from the contract prior to departure for cases other than those listed in the preceding paragraphs of this Article, in addition to payment of the account specified in Article 5, will be charged a penalty of € 50.00 corresponding to the registration fee and the following percentages of the participation fee, calculated on the basis of the number of days before departure that the cancellation occurred (the calculation does not include the day of withdrawal, communication of which must be received within one business day prior to the start of the trip):

A - Bicycle and hiking tours 10% of the total for cancellation up to 31 days before departure, B) 25% of the total for cancellation from 30 to 21 days before departure, C) 50% of the total for cancellation from 20 to 11 days before departure, D) 75% of the total for cancellation from 10 to 4 days before departure, E) 100% of the total for cancellation during the 3 days before departure.

9. AMENDMENTS AFTER DEPARTURE

After the departure, if the organiser is unable to provide an essential part of the services included in the contract, except in a situation due to the consumer, he must provide alternative solutions, without additional costs to the customer and if the service offered is of lower value than those that were planned, reimburse him for an amount equal to the difference.

If no alternative solution is available, or the solution offered by the organiser is refused by the consumer for serious and justified reasons, the organiser will provide, at no extra cost, a means of transport equivalent to that originally scheduled to return to the starting point, or any agreed point consistent with the capacity of the means and places, and will refund him to the extent of the difference between the cost of the planned services and those provided up to the time of anticipated return.

10. SUBSTITUTIONS

The cancelling customer may be substituted by another person provided that: a. the organiser is informed in writing at least 4 days before the departure date and receives details regarding the identity of the transferee; b. the substitute meets all the conditions for use of the service (pursuant to art. 89 of the Consumer Code) and in particular the requirements for passports, visas and health certificates; c. the incumbent shall refund the organiser for all additional costs incurred for the replacement, the amount for which should be quantified to him before the transfer. The transferor and the transferee shall be jointly liable for the payment of the balance due and the amounts referred to in subparagraph c) of this article. The additional terms and conditions of substitution are indicated in the technical data sheet.

11. OBLIGATIONS OF PARTICIPANTS

Participants are required to have passports or other valid document for all the countries to be visited, as well as tourist and transit visas and health certificates, if required. They must also respect normal rules of prudence and diligence and those specifications in force in countries of destination, all information provided by the organiser and the regulations and administrative or legislative provisions relating to the tour package. Participants will be liable for all damages that the organiser may suffer due to their failure to respect the above obligations. The consumer must provide the organiser with all documents, information and evidence in his possession relevant to the exercise of the right of subrogation of the latter in regard to third parties responsible for damage and is liable to the organiser for detriment caused to the right of subrogation.

The consumer must also inform the organiser in writing, at the time of booking, of any special personal requests that may be the subject of specific agreements regarding the travel arrangements, provided that these are possible to implement.

12. HOTEL CLASSIFICATION

The official classification of hotels is provided in the catalogue or other information material only on the basis of the express and formal indications of the competent authorities of the country where the service is provided. In the absence of official classifications recognised by the competent public authorities of the countries where the service is provided, including EU member states, the organiser reserves the right to provide in the catalogue or brochure his own description of the accommodation, sufficient to permit an evaluation and subsequent acceptance of it by the consumer.

13. SYSTEM OF LIABILITY

The organiser is liable for damages caused to consumers due to total or partial failure to provide the services specified by the contract, whether these are provided by him personally or by third party service providers, unless he proves that the event was caused by the consumer (including initiatives independently undertaken by the latter during the course of the tour services) or by circumstances beyond the provision of services under the contract, unforeseen events, adverse weather conditions, force majeure, or circumstances that organiser could not, through professional diligence, reasonably foresee or avoid.

The dealer with whom the booking of the package is made does not assume any liability for obligations arising from the organisation of the trip, but is only liable for the obligations arising from his role as intermediary and within the limits for such liability specified by the current relevant laws.

14. LIMITS OF COMPENSATION

Compensation for personal injury may not in any event exceed the limits set by the international conventions to which Italy and the European Union subscribe in regard to the services whose non-fulfilment has given rise to their liability. In any case, the compensation limit may not exceed the amount of 50,000 gold Germinal Francs for injury to persons, 2,000 gold Germinal Francs for property damage and 5000 gold Germinal Francs for any other damages (Art. 13 No. 2 CCV).

15. DUTY OF ASSISTANCE The organiser is obliged to provide the measures of assistance to the consumer imposed by the criterion of professional diligence regarding his own obligations as specified by law or contract. The organiser and the seller are exempt from their respective responsibilities (Art 13 and 14 of these General Conditions) if the failed or improper fulfilment of the contract is due to the consumer or fact of an unforeseeable or unavoidable nature caused by a third party, by a fortuitous event or force majeure.

16. CLAIMS AND COMPLAINTS

Any failure in the fulfilment of the contract must be contested by the consumer without delay so that the organiser, his local representative or the guide may remedy the situation promptly.

The consumer must also - on pain of forfeiture - make a complaint by sending a registered letter with acknowledgment of receipt, to the organiser or the seller, not later than ten working days from the date of return to the place of departure.

17. INSURANCE AGAINST CANCELLATION AND RETURN

If not expressly included in the price, when booking at the offices of the organiser or seller, it is possible and advisable to take out special insurance policies against the expenses arising from cancellation of the package, accidents and for baggage. It will also be possible to draw up a service contract that covers repatriation costs in case of accident or illness.

18. GUARANTEE FUND

The National Guarantee Fund is established at the Directorate General for Tourism of the Ministry of Productive Activities, which consumers can turn to (pursuant to Article 100 of the Consumer Code) in the event of insolvency or bankruptcy of the seller or organiser, to ensure the following needs: a) refund of the price paid; b) repatriation in the case of travel abroad. The fund must also provide available resources in case of the forced return of tourists from non-EU countries for emergency situations, whether or not due to the behaviour of the organiser.

The Fund's intervention procedures are established by Prime Ministerial Decree No. 349 of 23/07/99, G.U. No. 249 of 12/10/1999.

ADDENDUM

GENERAL TERMS AND CONDITIONS OF SALE FOR INDIVIDUAL TOUR SERVICES

A) REGULATORY PROVISIONS Contracts only covering the supply of transport or accommodation services, or any other separate tourist service, not qualifying as subject matter for the organisation of a trip or travel package, are governed by the following provisions of the CCV: Art. 1, Nos. 3 and 6; Arts. 17 to 23; Arts. 24 to 31, with regard to provisions other than those relating to the organisation contract and other agreements specifically regarding the sale of a single service under contract.

B) CONDITIONS OF CONTRACT These contracts are also subject to the following clauses of the general tour package sales contract conditions related above: Art. 4 paragraph 1; Art. 5; Art. 7; Art. 8; Art. 9; Art. 10 paragraph 1; Art. 11; Art.15 and Art. 17. The application of these clauses does not qualify the respective contracts as tour packages. The terminology of the mentioned clauses relating to the tour package contract (organiser, travel, etc.) should therefore be understood in reference to the corresponding figures of the sales contract for individual tourist services (seller, stay, etc.).

Technical organization: Isla Travel di Melis Federica

Mandatory notice under Article 16 of Law 269 of 3/10/98. Italian law punishes crimes related to prostitution and child pornography with imprisonment, even if these are committed abroad.

INFORMATION NOTE

pursuant to Art. 13 of Legislative Decree 196/03 (protection of personal data) The processing of personal data, the contribution of which is necessary for the conclusion and fulfilment of the contract, is conducted in full conformity with Legislative Decree 196/2003 both on paper and in digital form. The information will be disclosed only to the providers of services included in package. The customer may at any time exercise the rights under art. 7 Legislative Decree 196/03, contacting IslaTravel at info@ichnusabike.it

CONSENT TO THE USE OF PHOTOGRAPHIC AND/OR AUDIOVISUAL IMAGES

I hereby freely grant the organiser and IchnusaBike all rights to photographs or visual images taken by IchnusaBike or other parties and/or clients in which I am portrayed. I authorise free use of these for corporate or promotional reasons for which I shall be due no compensation, such as their inclusion on IslaTravel, IchnusaBike and Transardinia websites and/or in calendars, posters, postcards, flyers, Internet web pages, or displayed in public and highly visible places or exhibitions, or included in videos and/or books and/or other material that may be distributed in Italy and abroad.

I also authorise the above-mentioned parties, pursuant to Legislative Decree 196/2003, to use and distribute by any means photographic and audiovisual images in which I am portrayed for corporate purposes and those involving the promotion of bicycle tour services.

Travel Operator:

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