



## Terms & Conditions

### GENERAL TERMS & CONDITIONS SALES CONTRACT OF TOURISTIC PACKAGES

#### 1. APPLICABLE LAW AND JURISDICTION

The sale of holiday packages having as their object the supply services in the domestic & foreign territory, is governed by ratification and implementation of Law 27/12/1977 n° 1084 of the International Convention on Travel Contracts (CCV) signed in Brussels on 23/04/1970 - where applicable - and by the applicable laws of Italy (Code of Consumption (Codice del Consumo) D. Lgs n. 206 of 6 September 2005 (articles 82-100) and its successive amendments.

All the disputes arising out of or in connection with the aforementioned sale of holiday packages will be resolved in Italy, where Yellowboot has legal residence.

#### 2. PERMITS

The organizer and the seller of the package, to which the client addresses, must be authorized for execution of their activities according to the applicable administrative regulation in force.

#### 3. DEFINITIONS

For the purposes of this contract the following definitions apply:

- a) organizer of the trip means the person who makes the combination of the elements listed in article 4 and sells packages to third parties;
- b) the seller means the person who sells or agrees to provide tourist packages under article 4;
- c) client of travel packages means the purchaser, the transferee of a package tour or any other person, provided it meets all the conditions required for the use of the service, on behalf of which the principal contractor agrees to purchase a package without any remuneration.

#### 4. TOUR PACKAGE

The concept of a tour package is as follows:

Package tours include travels, holidays and circuits, resulting from the combination of at least two of the items listed below, sold or offered for sale at fixed price:

- a) transportation;

*What are you waiting for? Wear your favourite **Yellowboot** for your next holiday!*

Yellowboot

Piazza Mauro Sordi 4/C - 31027 Spresiano TV - Italy

M: +39 392 7787418 | T: +39 0422 881504 | F: +39 0422 888125

hello@yellowboot.it - [www.yellowboot.it](http://www.yellowboot.it)



b) accommodation;

c) tourist services not ancillary to transportation or accommodation which constitute a significant part of the "Package" (Article 84 of the Code of Consumption).

The client has the right to receive a copy of the sales contract of the package (as per articles. 85 and 86 of the Code of Consumption), which is also necessary to access the Guarantee Fund in art. 20 of Yellowboot Terms & Conditions.

#### 5. COMPULSORY INFORMATION - TECHNICAL FORM

- Mokoro Tours snc - Via IV Novembre 47F - 31058

Susegana TV - holds Regional administrative authorization n. 40 of 10/03/2005 (Protocol n. 22509/2005) in accordance with the provisions of Regional Law no. 33 of 04/11/2002 and Legislative Decree 111/1995 and art. 107 Legislative Decree no. 267 of 18/08/2000, Art. 4-17 Legislative Decree no. 165/2001 and art. 15 of the Regolamento Provinciale di Organizzazione;

- Mokoro Tours snc is covered by an insurance policy for civil liability n. 170048 with the company ALLIANZ GLOBAL ASSISTANCE Rc Professional 197904.

#### 6. RESERVATIONS

The reservation request must be made on the appropriate contractual form, if electronic, duly filled in its entirety and signed by the customer, who will receive a copy of it. Acceptance of bookings is deemed completed, and as a consequence the contract is concluded only when the organizer sends the corresponding confirmation, even by telematic system directly to the customer or to the travel agency.

Indications regarding the package not contained in the contractual documents, brochures or other means of written communication will be provided by the organizer in fulfillment of obligations under art. 87, paragraph 2 of the Code of Consumption, before the beginning of the trip.

#### 7. PAYMENTS

The brochure, catalogue or any other source of information will show the downpayment, up to a maximum of 30% of the package price, to be paid at the time of booking or upon the binding order, and the date by which, before departure, the balance is due. The lack of payment of the above sums within the set date constitutes an express termination clause that allows the organizer to resolve the contract.

Payments can be made via international bank transfer. International bank transfer shall be done in Euro. The wire transfer information is as follows:

*What are you waiting for? Wear your favourite **Yellowboot** for your next holiday!*

Yellowboot

Piazza Mauro Sordi 4/C - 31027 Spresiano TV - Italy

M: +39 392 7787418 | T: +39 0422 881504 | F: +39 0422 888125

hello@yellowboot.it - [www.yellowboot.it](http://www.yellowboot.it)



Mokoro Tours Snc - Via IV Novembre 47F - 31058 Susegana TV - Veneto Banca - Filiale di Pieve di Soligo - IBAN: IT94 F050 3561 9200 5157 0191 200 - BIC: VEBHIT2MXXX  
Please note that all bank charges are for the client's account.

#### 8. PRICE

The price of the package is set in the contract, with reference to what is stated in the catalogue, in the brochure program or in any updates of them.

It can be adjusted up to 20 days prior to departure, and up to 10% of the original price, and only as a consequence of changes registered in:

- a) transport cost including the cost of fuel;
- b) fees and taxes on some types of travel services such as taxes, landing, embarking and disembarking fees in harbors and airports;
- c) exchange rates applied to the organized travel package involved.

For such adjustments reference will be made to both the exchange rates and the above mentioned costs in force at the time of publication of the program, as referred to in the technical sheet in the catalogue, as well as to the date of any updates thereof.

Please note that the price is VAT included but not inclusive of tourist tax, which may be settled directly at the hotel.

#### 9. MODIFICATION OR CANCELLATION OF A TOURIST PACKAGE BEFORE DEPARTURE

Before departure, the organizer who needs to change significantly one or more elements of the contract, shall immediately notify it in writing to the client indicating the type of modification and the consequent price change. If the client does not accept the proposed amendment hereinabove referred, he may exercise the right to recover the sum already paid or to take advantage of an alternative tourist package under the 2nd and 3rd paragraph of Article 10. The client may exercise the above rights also when cancellation is due to lack of minimum number of participants foreseen in the catalogue.

#### 10. WITHDRAWAL BY THE CLIENT (Cancellation Policy)

The client may cancel the contract without paying penalties in case of significant modification of one or more elements of the contract objectively deemed as fundamental for the enjoyment of the package as a whole and as proposed by the organizer prior to departure and not accepted by client.

In the cases mentioned above, the client has the right:

- to use an alternative tourist package, at no extra cost or with the restitution of the surplus money, if the second package has a lower value than the first;

*What are you waiting for? Wear your favourite **Yellowboot** for your next holiday!*

Yellowboot

Piazza Mauro Sordi 4/C - 31027 Spresiano TV - Italy

M: +39 392 7787418 | T: +39 0422 881504 | F: +39 0422 888125

hello@yellowboot.it - [www.yellowboot.it](http://www.yellowboot.it)



- the refund of the amount actually paid.

The client who withdraws from the contract before departure outside those circumstances listed in the first paragraph shall be charged - on top/regardless of the payment of art. 7 paragraph 1 - the individual cost of handling the file, the penalty in the amount indicated in this article and cost related to extra-insurance coverage requested and already provided. Clients wishing to cancel their booking must notify Yellowboot in writing immediately. When a booking is cancelled by a client, the client will be liable for the following charges, counting from the date notification is received:

A. Cancellation more than 40 days before departure will result in loss of deposit.

B. Cancellation between 39 and 15 days prior to departure will result in the loss of 80% of trip price.

C. Cancellation within 14 days prior to departure will result in the loss of 100% of trip price.

#### 11. CHANGES AFTER DEPARTURE

If, after the departure, the organizer is unable to provide for any reason, except for a fact due to the client, an essential part of the services included in the contract, it shall prepare alternative solutions, without additional cost for the client, and in the event that the benefits provided are of a lesser value than those provided, it shall refund him an amount equal to such difference. If there is no alternative solution, or the solution of the operator is refused by the customer for proven and justified reasons, the organizer will provide at no extra cost, a means of transport equivalent to that originally planned to return to the place of departure or to another place possibly agreed, compatibly with/depending on the availability of transportation seats, and it will reimburse the difference between the cost of the services envisaged and the services performed up to the time of the anticipated return.

#### 12. REPLACEMENTS

The client may be substituted by another person only if: a) the organizer is notified at least 7 working days before the date fixed for the departure, and it receives communication about the reasons for the replacement and the transferee data and b) the transferee satisfies all the conditions for the use of the service (pursuant to art. 89 of the Code of Consumption) and in particular the requirements for passport, visa, medical certificates, c) the same services or other substitute services can be provided as a result of replacement d) the substitute reimburses the operator of any extra costs incurred to carry out the

*What are you waiting for? Wear your favourite **Yellowboot** for your next holiday!*

Yellowboot

Piazza Mauro Sordi 4/C - 31027 Spresiano TV - Italy

M: +39 392 7787418 | T: +39 0422 881504 | F: +39 0422 888125

hello@yellowboot.it - [www.yellowboot.it](http://www.yellowboot.it)



substitution, to the extent that these will be quantified prior to the sale.

The client and the substitute client are liable for the payment of the balance and of the amounts mentioned in letter d) of the present article. Further requirements and conditions regarding substitutions are indicated in the technical sheet from time to time.

### 13. OBLIGATIONS OF THE CLIENTS

Foreign travellers obtain the information through their diplomatic missions in Italy and/or through their respective official channels of governmental institutions. Travellers should observe the rules of common prudence and diligence, the rules specifically in force in the countries destination of the trip, all the information provided by the organizer and the regulations and administrative or legislative provisions relating to the package. The client gives written notice to the organizer, at the time of booking, of special personal requests that may be subject to specific agreements on travel arrangements, provided that it is possible to implement them. The client is requested to inform the organizer of any particular requirements or conditions (pregnancy, food allergies, disabilities, etc ...) and to explicitly specify the request of its personalized services.

### 14. HOTEL CLASSIFICATION

The official classification of hotels and description is provided in the catalogue or in any other information the organizer is due to provide.

### 15. LIABILITY REGIME

The organizer is liable for damages caused to the client due to the total or partial lack of performance contractually foreseen, whether these are performed by him directly or by a third party service providers, unless he proves that the event was caused by the client (including initiatives autonomously taken by him in the course of the tourist services) or by circumstances beyond the provision of services under the contract, by accident, force majeure, or by circumstances that the organizer could not, according to the professional diligence, reasonably foresee or solve.

The intermediary used for the reservation of the organized travel package is not liable for obligations arising from the organization of the journey, but is exclusively responsible for the obligations arising from the role of intermediary and, however, within the limits foreseen by the laws in force for such responsibility.

### 16. REIMBURSEMENT LIMITS

*What are you waiting for? Wear your favourite **Yellowboot** for your next holiday!*

Yellowboot

Piazza Mauro Sordi 4/C - 31027 Spresiano TV - Italy

M: +39 392 7787418 | T: +39 0422 881504 | F: +39 0422 888125

hello@yellowboot.it - [www.yellowboot.it](http://www.yellowboot.it)



Compensation for damages by artt. 44, 45 e 47 of the Italian Tourism Code and relevant prescription terms, are regulated as provided herein and in any case within the limits expected from the CCV, the International conventions which governing the services object of the travel package as well as artt. 1783 and 1784 of the Civil Code.

#### 17. OBLIGATION TO ASSIST AND INSURANCES

The travel organizer must provide the customer with assistance in the measure required by the criteria of professional diligence, exclusively in reference to the obligations he/she is responsible for under law or by contract.

The travel organizer and the intermediary are exempt from their respective responsibilities (articles 15 and 16 of the present General Conditions) when the failed or inexact execution of the contract is attributable to the Guest or depends on an unforeseeable or inevitable outside event, or in the case of fortuitous events or force majeure.

#### 18. CLAIMS AND COMPLAINTS

Any failure in the performance contract must be contested by the client without delay so that the organizer, his local representative or guide can remedy the situation promptly. Otherwise the breach of contract cannot be questioned. The client must also file a complaint by sending a registered letter with acknowledgment of receipt to the organizer or the seller no later than ten working days from the date of return to the place of departure, otherwise the claim will not be valid.

#### 19. INSURANCE COVERAGE

At the purchase of a travel package, if not specifically included in the price, it is possible, and even advisable, to stipulate a special insurance covering expenses arising from injuries and incidents related to the transportation of luggage. The Guest will exercise rights inherent these contracts exclusively in respect of the Insurance Companies stipulated, according to the conditions and in the manner provided by these policies.

We recommend that Guests have a travel insurance against cancellation and repatriation costs in case of accidents, illness, incidentals and/or force majeure. Should you be unable to attend your program or part of it, Yellowboot is not liable nor responsible for losses or costs.

#### 20. GUARANTEE FUND

The National Guarantee Fund (Article 100 of the Code of Consumption) - set up to protect clients who have signed a travel contract - shall provide the following, in the event of insolvency or bankruptcy of the

*What are you waiting for? Wear your favourite **Yellowboot** for your next holiday!*

Yellowboot

Piazza Mauro Sordi 4/C - 31027 Spresiano TV - Italy

M: +39 392 7787418 | T: +39 0422 881504 | F: +39 0422 888125

hello@yellowboot.it - [www.yellowboot.it](http://www.yellowboot.it)



seller or organizer:

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

The fund must also ensure immediate availability of funds in case of forced return of tourists from countries outside the EU on the occasion of a fact whether or not attributable to the organizer. The methods of intervention of the fund are established by the decree of the President of the Council of Ministers of 23/07/99, no. 349, and instances of repayment to the Fund are not subject to any limitation period.

## **ADDENDUM**

### **GENERAL TERMS AND CONDITIONS OF SALE OF SINGLE TOURIST SERVICES**

#### **A) REGULATORY PROVISIONS**

The contracts for the supply of the sole transportation service, accommodation or any other separate tourist service cannot be configured as a negotiation of the organization of a trip or package, and are governed by the following provisions of the International Convention on Travel Contracts (CCV): art. 1, no. 3 and n. 6, arts. 17 to 23, arts. from 24 to 31, with reference to provisions other than those relating to the organization contract as well as other agreements related to the sale of a single service contract.

#### **B) CONDITIONS OF CONTRACT**

These contracts are also subject to the following clauses of the general conditions of contract for the sale of packages above: art. 6, paragraph 1, art. 7, paragraph 2, art. 13, art. 18. The application of these clauses does not determine in any manner whatsoever the configuration of its contracts as a package. The terms related contract for tourist package (organizer, travel, etc..) used in these clauses should therefore be interpreted with reference to the corresponding figures of the sales contract for individual tourist services (seller, stay, etc..).

*What are you waiting for? Wear your favourite **Yellowboot** for your next holiday!*

Yellowboot

Piazza Mauro Sordi 4/C - 31027 Spresiano TV – Italy

M: +39 392 7787418 | T: +39 0422 881504 | F: +39 0422 888125

hello@yellowboot.it - [www.yellowboot.it](http://www.yellowboot.it)