

TERMS AND CONDITIONS

These conditions determine the contractual relationship between the Client and the Tour Operator, Oblo sul Mondo snc/Discovering Umbria, on behalf of Leonardo Mallozzi and Alessandra Mallozzi, according to the authority of the Region of Umbria - No.10096, 08 November 2006 - and Third Party Public Liability Policy No. 11073 - Europ Assistance.

PREMISE: TRAVEL CONTRACTS AND RESPONSIBILITY

Clients who accept a contract for travel agree to be regulated by Legislation No. 111, dated at 17/04/1995, as ratified and executed by the executive EEC 90/134 and, in particular, by the International Convention relevant to a contract of travel (CCV) signed in Brussels on the 20/04/1970. The responsibility of the Travel Organizer cannot, in any case, exceed the limits provided for from the law cited.

1 - RESERVATIONS

It is possible to implement reservation requests by means of an email message to the addresses: info@discoveringumbria.it. Following receipt of an email reservation request by the Operator, the Client will then receive verification from the Operator by return email to the appropriate electronic address, attesting to the commitment for a future reservation and the relevant confirmation of the selected tour or service, as well as the **Payment Form** for Oblo' sul Mondo/Discovering Umbria. The reservation will be effective on receipt by Oblo sul Mondo of the final payment. Once the final payment has been made, the Client will then receive the final Travel Documents.

2 – TERMS OF PAYMENT

As soon as confirmation of the reservation has been received, the Client should immediately forward to the tour operator Oblo' sul Mondo snc, according to the method of payment agreed upon (credit card – Visa, MasterCard - or by direct bank transfer), a deposit equal to 25% of the total amount. The balance of payment for the total reservation should be made, within the absolute deadline of 30 calendar days prior to the commencement date of the contracted services. For reservations made with less than 30 days remaining to the date of departure, payment should be made in full, at the time of confirmation of the reservation. Where payment is made by direct bank transfer a statement from the bank must also be sent by fax to +39 075 8945369 or email that testifies to that payment. In all cases clients must send a signed **Payment Form** by fax to +39 075 8945369 or email. Once all payments and/or documentation of payment have been received and cleared, Oblo' sul Mondo snc will forward all the relevant Travel Documents to the Client

3 – CANCELLATION BY THE CLIENT

3.a Cancellation penalties

If a Client withdraws from a contract prior to the beginning of the reserved travel or tour, any individual expenditures already paid out will be debited and the following penalties will be also applied (percentages are calculated from the total costs):

25% of the total cost if cancelled 25 calendar days before the scheduled departure/commencement date

35% of the total cost if cancelled 15 calendar days before the scheduled departure/commencement date

50% of the total cost if cancelled 10 calendar days before the scheduled departure/commencement date

75% of the total cost if cancelled 7 calendar days before the scheduled departure/commencement date

100% of the total cost if cancelled at any time after the scheduled departure/commencement date.

Note: no reimbursement will be made if the Client decides, for any reason, to reject or interrupt any part of the scheduled travel or tour already begun nor for any modification to the agreed terms of travel and/or reserved bookings.

In the case of pre-constituted groups, such sums will be agreed to at the time of signing the contract.

Where any reimbursement is due it will be paid by direct deposit to the Client's nominated bank account with the Client being liable for any accompanying bank charges.

4 – CANCELLATIONS WITHOUT PENALTIES

Oblo' sul Mondo snc will be able to cancel the scheduled travel at any time according to Art. 10 of Legislation No. 1084 of 21/12/1977, concerning the International Convention Relevant to the Contract of Travel, without obligation to return any of the sums paid. Equally, it can cancel the journey without compensation when the minimum number of travellers has not been reached, up to at least 15 days before the due date of departure. The Client will be able to withdraw from the contract of travel without penalty in cases

where there is an increase of more than 10% in costs, or where changes to the expected category of hotel proposes an inferior category.

In such cases, the Client is bound to communicate an understanding in writing sent either by registered mail, or faxed to +39 075 8945369, of the modifications or an intention to withdraw from the contract within 2 working days of receiving a communication of an alteration to the travel arrangements

5 – UNEXPECTED STRIKES, WARS, UPRISINGS, NATURAL DISASTERS

These events constitute an “Act of God” therefore additional expenses arising from such events will not be attributable to Oblo' sul Mondo snc/Discovering Umbria, and will not, therefore be reimbursed

6 – PROGRAMME VARIATIONS

Where it is deemed necessary, Oblo' sul Mondo snc retains the right to alter or modify the travel arrangements or to replace the expected accommodation with other accommodation of the same rating and with the same features.

7 – PERSONAL INFORMATION

All personal information acquired as part of the booking process will remain confidential according to Legislation 196/2003. In the sense that and according to the intent of DLGS 196/2003, the information is used for mutual benefit and that the actual personal information will be treated singularly and exclusively for purposes related to the implementation and fulfillment of the contract or, as an obligation in observance of the law and, therein, includes full implementation of all security measures. The information will be recorded manually and with electronic tools, preserved only for the duration expected by law and then destroyed in accordance with a document programme that conforms to the security regulations of D.L. No. 196/2003, being the "Code for protection of personal information".

8 - INSURANCES

Oblo' sul Mondo snc is covered by the Assurances Bill No.11073 - Europ Assistance for Civil Responsibility relative to Articles 15 and 16 of the D. Lgs. No.111 of 17/03/1995. **Foreign citizens are strongly advised to contract special insurance prior to departure against costs incurred for cancellation of travel arrangements or tour cancellations, illness, accidents, and loss of or damage to luggage.**

For Italian citizens, Oblo' sul Mondo snc can, on request, provide insurance for travel and luggage.

9 – PLACE OF JURISDICTION

Any disputes over reservations and leasing agreements will be conducted by the court of jurisdiction in Perugia.