



THE ITALIAN CHAPTER

GENERAL TERMS AND CONDITIONS FOR THE SALE OF PACKAGE TRAVEL

1. Parties and roles

These General Terms and Conditions govern package travel designed and presented under **The Italian Chapter** brand and technically organised by:

EFFETTO S.r.l.

Piazza Cairoli 2

00186 Rome, Italy

Telephone: +39 06 6979291

Email: info@effettoitaly.com

Administrative Authorisation issued by the Province of Rome: R.U. No. 8 dated 18 January 2011.

Professional Liability Insurance Policy No. 90370120-RC20, issued by ERGO Reiseversicherung AG.

Insolvency and Bankruptcy Protection Policy No. 6006000887/D, issued by Filo Diretto Assicurazioni S.p.A.

Hereinafter referred to as the "Tour Operator" or "Organiser."

The Italian Chapter is the commercial brand responsible for the concept, planning, presentation, coordination and operational management of the travel experience on behalf of the Tour Operator.

The Italian Chapter

Website: www.theitalianchapter.com

Email: retreats@theitalianchapter.com

The Italian Chapter is not a separate tour operator and does not replace Effetto S.r.l. in its role as the technical Organiser and contractual provider of the package.

Communications, proposals and booking confirmations may be sent by The Italian Chapter on behalf of Effetto S.r.l.

2. Contractual documents

The package travel contract consists of:

- the individual proposal or quotation issued to the Client;
- the programme and description of the services included in the package;
- the payment schedule;
- the cancellation and amendment conditions specified in the individual proposal;
- these General Terms and Conditions;
- the applicable standard information form;
- any special request expressly accepted in writing by the Organiser;
- the booking confirmation issued by Effetto S.r.l. or by The Italian Chapter on its behalf.

In the event of any discrepancy, the specific terms contained in the individual proposal and booking confirmation shall prevail over these General Terms and Conditions, except where mandatory provisions of law apply.



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3. Applicable legislation

The sale of package travel is governed by Articles 32 to 51-novies of Italian Legislative Decree No. 79 of 23 May 2011, known as the Italian Tourism Code, as amended by Legislative Decree No. 62 of 21 May 2018 implementing Directive (EU) 2015/2302.

Where applicable, the contract is also governed by the relevant provisions of the Italian Civil Code, the Italian Consumer Code and any applicable international conventions.

4. Scope of application

These General Terms and Conditions apply to package travel offered or sold to Travellers by the Organiser, including packages designed and managed under The Italian Chapter brand.

They do not apply in the cases excluded by the Italian Tourism Code, including:

- a. packages and linked travel arrangements lasting less than 24 hours, unless overnight accommodation is included;
- b. packages and linked travel arrangements offered occasionally and on a not-for-profit basis exclusively to a limited group of Travellers, without being offered to the public, where all statutory requirements for the exemption are satisfied;
- c. packages and linked travel arrangements purchased under a general agreement for the organisation of business travel concluded between professionals acting within the scope of their commercial, business, craft or professional activities.

Any exclusion shall apply only where all conditions required by law are met.

5. Definitions

For the purposes of these General Terms and Conditions:

Traveller means any person who intends to enter into a package travel contract, enters into such a contract or is entitled to travel under it.

Client means the individual or legal entity requesting and purchasing the package. Where the Client is a company or organisation, the person accepting the proposal represents that they are authorised to act on its behalf.

Organiser or Tour Operator means Effetto S.r.l., which combines and sells or offers the package for sale, directly or through another professional.

The Italian Chapter means the commercial brand responsible for the design, planning and operational coordination of the travel experience on behalf of the Organiser.

Package means a combination of at least two different types of travel services for the purpose of the same trip or holiday, where the conditions established by Article 33 of the Italian Tourism Code are met.

Durable medium means any instrument that enables the recipient to store information addressed personally to them in a way that permits future access and unchanged reproduction, including email and downloadable electronic documents.



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6. Pre-contractual information

Before the Client is bound by the contract, the Organiser, directly or through The Italian Chapter, shall provide the applicable standard information form and the information required by law, including, where relevant:

- a. the destination, itinerary, dates and number of nights;
- b. the means, characteristics and categories of transport, including departure and arrival details where available;
- c. the location, main features and category of the accommodation;
- d. the meals included;
- e. the visits, excursions, activities, meeting facilities and other services included in the total price;
- f. the approximate size of the group;
- g. the language in which the services will be provided;
- h. information regarding suitability for persons with reduced mobility, where relevant;
- i. the identity and contact details of the Organiser;
- j. the total price and any taxes, fees or additional charges;
- k. the payment schedule and deposit requirements;
- l. any minimum number of participants required for the package;
- m. general passport, visa and health requirements;
- n. the cancellation conditions applicable to the booking;
- o. information regarding optional or compulsory insurance;
- p. details of the Organiser's professional liability and insolvency protection.

The Client is responsible for reviewing this information before accepting the proposal.

7. Proposal validity and availability

Unless otherwise stated, each proposal remains valid only until the expiry date and time specified in it.

Prices and availability are subject to confirmation at the time of booking. The submission of a proposal does not constitute a reservation, option or guarantee of availability unless this is expressly stated in writing.

If a proposal expires before acceptance, the Organiser may revise the price, services, availability or other conditions before issuing a new proposal.

8. Acceptance and conclusion of the contract

The proposal may be accepted by replying to the email through which it was transmitted with an express and unconditional declaration of acceptance.

The Client shall use, or substantially reproduce, the following wording:

I confirm that I have read and accept Proposal No. [number] dated [date], including the programme, services, total price, payment schedule, specific cancellation conditions and attached General Terms and Conditions. I confirm that I am authorised to accept the proposal on behalf of [company or organisation, if applicable].



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The acceptance must identify:

- the Client's full name;
- the company or organisation represented, where applicable;
- the Client's role or position;
- the relevant proposal number and date.

By accepting the proposal, the Client confirms that they have received, read, understood and accepted the proposal, the applicable cancellation and payment conditions, these General Terms and Conditions and the applicable standard information form.

The contract is concluded when the Organiser, either directly or through The Italian Chapter acting on its behalf, sends the Client a written booking confirmation on a durable medium.

The booking becomes operationally confirmed upon receipt of the deposit or other payment required by the deadline stated in the proposal.

An acceptance received after the proposal has expired shall be treated as a new booking request and shall remain subject to renewed availability and confirmation.

The Organiser shall provide the Client with a copy or confirmation of the complete contract by email or another durable medium.

9. Client acting on behalf of other Travellers

The person accepting the proposal on behalf of a group:

- a. confirms that they are authorised to act on behalf of the Client and, where applicable, to communicate with the Organiser on behalf of the Travellers;
- b. undertakes to provide the Travellers with all relevant contractual and travel information;
- c. is responsible for ensuring that the information supplied to the Organiser is complete and accurate;
- d. shall communicate all payment, cancellation, amendment, passport, visa, health, accessibility and behavioural requirements to the Travellers;
- e. remains responsible for payments due under the contract where the booking is made in their own name or on behalf of the Client.

Acceptance by the lead Client or authorised company representative shall apply to the booking as a whole, without prejudice to the individual rights granted to each Traveller by mandatory law.

10. Price

The total package price is specified in the individual proposal and is normally expressed in euros unless another currency is expressly indicated.

The proposal shall specify the services and taxes included in the price and any services or costs that are excluded or payable separately.

After conclusion of the contract, the price may be increased only where the contract expressly permits it and solely as a direct consequence of changes in:

- a. the price of passenger transport resulting from the cost of fuel or other sources of energy;
- b. taxes or fees imposed by third parties not directly involved in providing the package, including tourist taxes and airport, port, landing, embarkation or disembarkation charges;
- c. exchange rates relevant to the package.

Any increase shall be communicated clearly on a durable medium, together with the reason for the increase and its calculation, no later than 20 days before the beginning of the package.



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If the price increase exceeds 8% of the total package price, the Client may accept the proposed change or terminate the contract without paying a termination fee, in accordance with applicable law. Where the relevant costs decrease before the beginning of the package, the Traveller shall be entitled to a corresponding price reduction, subject to the Organiser's right to deduct actual administrative expenses where permitted by law.

11. Payments

The amount of the deposit, any interim payments, the balance and their respective deadlines are stated in the individual proposal.

Payments shall be made using the payment method and bank or payment details communicated in writing by the Organiser or The Italian Chapter on its behalf.

The Client is responsible for any bank charges, exchange costs or payment processing fees expressly disclosed before payment.

A payment shall be considered completed only when the relevant funds have been received and are available to the designated recipient.

The Organiser is not required to advance payments to suppliers on behalf of the Client.

12. Failure to pay

If the Client fails to make any payment by the applicable deadline, the Organiser shall send written notice specifying a reasonable final deadline within which the outstanding amount must be paid.

If payment is not received within that period, the Organiser may suspend performance, release any reserved services or terminate the contract.

In such circumstances, the cancellation conditions stated in the individual proposal shall apply, together with any non-recoverable costs already incurred or contractually committed to suppliers, subject to mandatory law.

The Organiser reserves the right to recover any additional documented loss resulting directly from the Client's breach, to the extent permitted by law.

13. Cancellation by the Traveller

The Traveller may withdraw from the contract at any time before the beginning of the package.

The cancellation charges applicable to each booking are specified expressly in the individual proposal. There is no single cancellation schedule applicable to all packages.

Cancellation charges may take into account:

- the date on which cancellation is received;
- work and services already performed;
- deposits and payments already made to suppliers;
- amounts contractually committed to suppliers;
- non-refundable services;
- anticipated cost savings;
- the possibility of reselling or reallocating the services;
- administrative and planning costs specified in the proposal.



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A cancellation must be communicated in writing by email. It shall take effect when received by the Organiser or by The Italian Chapter on its behalf.

Insurance premiums, visa costs, issued transport tickets and other expressly identified non-refundable items shall remain payable where applicable.

At the Traveller's request, the Organiser shall provide an explanation of the cancellation charges applied, as required by law.

14. Partial cancellations and reduction in participant numbers

The cancellation, withdrawal or non-participation of one or more Travellers does not automatically cancel the entire group booking.

Following a reduction in participant numbers, the Organiser may recalculate the package price to reflect:

- revised room occupancy;
- single-room supplements;
- minimum group requirements;
- minimum catering or activity charges;
- private transport capacity;
- venue hire or exclusive-use costs;
- guide, staff and event management costs;
- any other cost that was calculated based on the original group size.

The Client shall pay any resulting price difference within the deadline communicated by the Organiser.

Any refund relating to a partial cancellation shall be determined according to the specific cancellation conditions contained in the proposal and the amounts recoverable from suppliers.

15. Extraordinary and unavoidable circumstances

The Traveller may terminate the contract before the beginning of the package without paying a termination fee where unavoidable and extraordinary circumstances occur at the destination or in its immediate vicinity and substantially affect the performance of the package or the carriage of passengers to the destination.

In such circumstances, the Traveller shall be entitled to a full refund of payments made for the package but shall not be entitled to additional compensation.

Unavoidable and extraordinary circumstances may include, depending on their actual effect on the package, natural disasters, war, terrorism, serious civil unrest, major public health emergencies, government restrictions or serious disruption to transport.

A general concern, personal reluctance to travel or circumstances that do not substantially affect performance of the contracted services shall not automatically entitle the Traveller to cancel without charge.

Refunds due under mandatory package travel legislation shall be made without undue delay and, where required by law, no later than 14 days after termination.



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16. Changes requested by the Client

Any request to amend a confirmed booking must be submitted in writing.

The Organiser shall make reasonable efforts to accommodate the request but cannot guarantee that an amendment will be possible.

Any amendment is subject to:

- supplier availability;
- the terms imposed by the relevant suppliers;
- price differences;
- cancellation or amendment charges;
- additional administrative or planning work.

Before proceeding, the Organiser shall inform the Client of the additional costs where reasonably possible.

Material changes may require the issue and acceptance of a revised proposal.

17. Transfer of the package to another Traveller

A Traveller may transfer the package contract to another person who satisfies all conditions applicable to the package by giving the Organiser reasonable notice on a durable medium.

Notice given no later than seven days before the beginning of the package shall be considered reasonable, without prejudice to circumstances requiring earlier notice under supplier rules.

The transferring Traveller and the substitute Traveller shall be jointly responsible for payment of the outstanding balance and the actual fees, taxes and additional costs resulting from the transfer.

Such costs shall not be unreasonable and shall not exceed the actual costs incurred by the Organiser.

Certain transport tickets, permits, registrations or personalised services may not be transferable under the relevant supplier's rules.

18. Changes made by the Organiser before the beginning of the package

Before the beginning of the package, the Organiser may make unilateral changes to contractual conditions other than the price only where:

- a. the contract reserves this right;
- b. the change is minor; and
- c. the Traveller is informed clearly on a durable medium.

If the Organiser is required to make a significant change to one or more of the main characteristics of the package, cannot fulfil a specific requirement previously accepted or proposes a price increase exceeding 8%, the Organiser shall inform the Client without undue delay of:

- the proposed change;
- its effect on the package price;
- the period within which the Client must respond;
- the consequences of failing to respond;
- any substitute package offered and its price.

Within the stated period, the Client may accept the change or terminate the contract without paying a termination fee.



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If the substitute or modified package is of lower quality or value, the Traveller shall be entitled to an appropriate price reduction.

Where the Client terminates the contract and does not accept a substitute package, the Organiser shall refund the amounts due within the period required by law.

19. Cancellation by the Organiser

The Organiser may terminate the contract and refund all payments made for the package, without being required to pay additional compensation, where:

- a. the number of participants is lower than the minimum stated in the contract and the Traveller is informed within the applicable statutory deadline; or
- b. the Organiser is prevented from performing the contract because of unavoidable and extraordinary circumstances and informs the Traveller without undue delay before the beginning of the package.

The applicable notification deadlines for failure to reach the minimum number of participants shall not be later than:

- 20 days before the beginning of packages lasting more than six days;
- seven days before the beginning of packages lasting between two and six days;
- 48 hours before the beginning of packages lasting less than two days.

Any refund due shall be made within the period required by law.

20. Traveller obligations

The Traveller shall:

- a. provide accurate and complete personal, travel and booking information within the deadlines communicated;
- b. verify passport, identity document, visa, immigration and health requirements applicable to their nationality and itinerary;
- c. ensure that all travel documents remain valid for the required period;
- d. comply with applicable laws, regulations, health measures and instructions issued by public authorities;
- e. follow the reasonable instructions of the Organiser, The Italian Chapter, guides, accommodation providers, transport providers and activity operators;
- f. arrive punctually for all scheduled services;
- g. inform the Organiser of any relevant accessibility requirement, allergy, dietary restriction, medical condition or special need sufficiently in advance;
- h. behave responsibly and avoid conduct that is unlawful, dangerous, threatening, abusive or seriously disruptive;
- i. compensate the Organiser for losses caused by the Traveller's intentional conduct or negligent breach of these obligations, where legally applicable.

Italian citizens should consult the official information published by the Italian Ministry of Foreign Affairs at www.viaggiare Sicuri.it and the Italian State Police regarding travel documents for minors.

Travellers of other nationalities must consult the relevant diplomatic or governmental authorities.

The Organiser shall not be responsible for a Traveller's inability to depart or participate resulting from missing, expired or inadequate documents, except where caused by incorrect information supplied by the Organiser.



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21. Special requirements, allergies and accessibility

The Client must communicate any allergies, dietary restrictions, disabilities, reduced-mobility requirements or other special needs in writing and within the deadline specified by the Organiser.

The Organiser and The Italian Chapter shall transmit relevant information to the suppliers responsible for providing the services and shall make reasonable efforts to accommodate the request.

A special requirement shall form part of the contract only if expressly accepted in writing.

Although suppliers will be informed of declared allergies and dietary restrictions, the complete absence of allergens or cross-contamination cannot be guaranteed unless expressly confirmed by the responsible supplier.

The Traveller remains responsible for carrying any medication or emergency treatment required for their condition.

22. Traveller conduct and termination for serious misconduct

Travellers must comply with local laws, safety rules and the reasonable regulations of accommodation providers, transport operators, venues and activity providers.

Where a Traveller engages in unlawful, violent, threatening, harassing, dangerous or seriously disruptive conduct, or creates a material risk to themselves or others, the Organiser may take reasonable measures necessary to protect the group, suppliers and third parties.

Depending on the seriousness of the conduct, such measures may include exclusion from an activity or termination of the Traveller's participation in the package.

Any decision shall be communicated in writing where reasonably possible.

Refunds, if any, shall be determined according to the unused services recoverable from suppliers, after deduction of the costs and documented losses caused by the Traveller's conduct, without prejudice to mandatory rights.

The Organiser may recover reasonable additional expenses incurred as a direct result of the misconduct.

23. Performance of the package and Organiser's responsibility

The Organiser is responsible for the proper performance of the travel services included in the package, irrespective of whether those services are performed directly by the Organiser or by third-party suppliers.

The Traveller must inform the Organiser or The Italian Chapter without undue delay of any lack of conformity identified during the performance of the package.

The Organiser shall remedy the lack of conformity unless doing so is impossible or would involve disproportionate costs, taking into account the extent of the lack of conformity and the value of the affected services.

The Traveller is requested to allow the Organiser a reasonable opportunity to investigate and resolve the problem before independently arranging replacement services or agreeing financial settlements with suppliers, except in urgent circumstances or where immediate action is reasonably necessary.

Where the Organiser does not remedy a lack of conformity within a reasonable period set by the Traveller, the Traveller may do so and request reimbursement of the necessary expenses, subject to the conditions established by law.



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Where a significant proportion of the travel services cannot be provided, the Organiser shall offer suitable alternative arrangements at no additional cost where required by law. Nothing in this clause limits any mandatory right of the Traveller.

24. Complaints

Any issue arising during the package must be reported immediately using the contact details provided in the booking documents so that the Organiser and The Italian Chapter have a reasonable opportunity to provide assistance or a remedy.

After the package, any complaint should be submitted in writing, together with relevant supporting documents, as soon as reasonably possible.

A delay in reporting an issue may be taken into account where it prevented or materially restricted the possibility of resolving the problem, without prejudice to mandatory rights.

25. Obligation to provide assistance

The Organiser shall provide appropriate assistance without undue delay to a Traveller in difficulty, including, where relevant:

- providing information regarding health services, local authorities and consular assistance;
- helping the Traveller make distance communications;
- assisting the Traveller in identifying alternative travel services.

The Organiser may charge a reasonable fee for such assistance where the difficulty was caused intentionally or negligently by the Traveller. Any fee shall not exceed the actual costs incurred.

26. Limitations of liability and time limits

Compensation for damage resulting from failure to perform or improper performance of the services included in the package shall be governed by the Italian Tourism Code and any applicable international conventions.

Where permitted by law, compensation for damage other than personal injury may be limited to no less than three times the total package price.

No contractual limitation shall apply to personal injury or to damage caused intentionally or through negligence where such limitation is prohibited by law.

The applicable statutory limitation periods shall apply to any claim.

The Traveller is not entitled to compensation where the Organiser proves that the lack of conformity is attributable:

- a. to the Traveller;
- b. to an unrelated third party and is unforeseeable or unavoidable; or
- c. to unavoidable and extraordinary circumstances.

27. Travel and cancellation insurance

Unless expressly included in the proposal, cancellation, medical, accident, repatriation, baggage and travel disruption insurance are not included in the package price.

Travellers are strongly advised to obtain adequate insurance immediately after booking, particularly coverage for cancellation charges, medical treatment, repatriation, baggage loss and activities included in the programme.



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The scope, exclusions, excesses and claims procedures are governed exclusively by the relevant insurance policy.

Any claim under a personal travel insurance policy must be made directly to the relevant insurer.

28. Insolvency and professional liability protection

Effetto S.r.l. maintains professional liability insurance covering liability towards Travellers arising from breach of its contractual obligations.

Package travel contracts are also protected against the Organiser's insolvency or bankruptcy in accordance with Article 47 of the Italian Tourism Code.

Current policy and protection details shall be communicated to the Traveller before conclusion of the contract and included in the applicable booking documentation.

29. Personal data protection

Personal data shall be processed in accordance with Regulation (EU) 2016/679, the Italian Personal Data Protection Code and the privacy notice supplied to the Client.

Data may be processed for:

- preparing and managing the proposal and booking;
- performing the package travel contract;
- processing payments and invoices;
- communicating with accommodation providers, transport operators, guides, restaurants, activity providers and other suppliers;
- complying with legal, accounting and insurance obligations;
- providing assistance and handling complaints.

The Client is responsible for ensuring that they are entitled to provide the personal data of the Travellers included in the booking and for making the applicable privacy information available to them.

Information regarding allergies, disabilities, health conditions or accessibility needs may constitute special-category personal data and shall be processed only where necessary and with the appropriate legal basis or explicit consent.

Complete information regarding the data controllers, purposes, legal bases, recipients, retention periods, international transfers and data subject rights shall be provided in the separate privacy notice.

30. Intellectual property and confidentiality of proposals

Proposals, itineraries, supplier selections, schedules and planning materials created under The Italian Chapter brand are intended solely for the Client's internal evaluation and use in connection with the proposed booking.

Unless otherwise agreed, they may not be reproduced, commercially exploited or supplied to third parties for the purpose of bypassing the Organiser, The Italian Chapter or the proposed booking process.

This provision does not restrict the Client's statutory rights or prevent disclosure to employees, professional advisers or decision-makers who need access for the purpose of evaluating or managing the booking.



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31. Communications

Contractual communications shall be made by email or another agreed durable medium.

Communications sent to retreats@theitalianchapter.com shall be considered received by the operational contact managing the booking on behalf of the Organiser.

Formal communications may also be sent to:

Effetto S.r.l.

Email: info@effettoitaly.com

Telephone: +39 06 6979291

The Client is responsible for providing a valid email address and promptly communicating any change of contact details.

32. Governing law and disputes

The contract is governed by Italian law.

The parties shall first attempt in good faith to resolve any complaint directly.

Information regarding available complaint-handling and alternative dispute resolution procedures shall be supplied where required by law.

If the Traveller qualifies as a consumer, jurisdiction shall lie with the court determined by mandatory consumer protection legislation, normally the court of the Traveller's place of residence or domicile.

For contracts concluded with companies, organisations or professionals acting within the scope of their business activities, and subject to any mandatory provision to the contrary, the courts of Rome shall have exclusive jurisdiction.

33. Severability and mandatory rights

If any provision of these General Terms and Conditions is held to be invalid, unlawful or unenforceable, the remaining provisions shall continue in effect.

Any invalid provision shall be replaced, to the extent possible, by a valid provision that most closely reflects its lawful purpose.

Nothing in these General Terms and Conditions excludes or restricts any right that cannot legally be waived or limited.

34. Mandatory notice concerning the protection of minors

Pursuant to Article 17 of Italian Law No. 38/2006:

Italian law punishes offences relating to child prostitution and child pornography with imprisonment, even when such offences are committed abroad.



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ORGANISER DETAILS

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00186 Rome, Italy
Telephone: +39 06 6979291
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BRAND AND OPERATIONAL CONTACT

The Italian Chapter

Website: www.theitalianchapter.com
Email: retreats@theitalianchapter.com

The Italian Chapter designs and coordinates the travel experience on behalf of Effetto S.r.l., the licensed Tour Operator and technical Organiser.