

"GENERAL TERMS AND CONDITIONS" FOR THE RESERVATION OF TOURISTIC SERVICES

Destination site www.valdobbiadene.com managed by the
Consorzio delle Pro Loco del Valdobbiadenese Unpli APS

1. General Provisions

The booking platform is a technological system for the acquisition and conversion of bookings, on line and off line, managed by the Consorzio delle Pro Loco del Valdobbiadenese Unpli APS through the "Search and Book" functional areas activated on the tourist destination website www.valdobbiadene.com, in the availability of the same as *Territorial IAT* (hereinafter "**Organisation**") recognised in reference to the deliberation of the Council no. 217 of 28/12/2016.

These "General Terms and Conditions of Booking and Supply" (hereafter: GTC), regulate the contracts entered into by the User/Customer with the Provider selected through the "search and book" area, "Booking" managed by the "Organisation" directly on the aforementioned destination website.

These GTC can be viewed by the User during the booking process in the "search and book" area and with specific reference to this website under "General Terms and Conditions".

Each Provider may also add to these GTC any additional policies of their own relating to the services offered: if so, they will be shown to the User/Customer during the booking process.

In the event that these latter Policies regulate the same aspects, the provisions of the GTC shall always prevail over the particular provisions of the Provider. In any case, when the User receives the booking confirmation and is therefore considered a Customer, in the presence of the characteristics that define him or her as a Consumer with reference to Legislative Decree No. 206 of 06/09/2005 (Consumer Code), the provisions contained in the aforementioned decree shall be applicable to the concluded booking contracts, in addition to those generally applied pursuant to Legislative Decree No. 70 of 09/04/2003 on the Information Services of the "Organisation" in the Internal Market, with particular reference to e-commerce.

2. Definitions

For the purpose of the application of these GTC, the following terms indicated with capital letter and in bold type, whether singular or plural, conventionally have the following meanings:

User: is the person who accesses the aforementioned "Organisation" site, and/or the "search and book" area activated in order to consult the availability and booking conditions of the services that will appear available, send booking requests to providers until the eventual conclusion of booking contracts.

Customer: is the physical/legal person who, as a User, books services in the "search and book" area managed by the "Organisation", and thus becomes a Customer of the Provider.

Provider: is the operator producer and/or seller of services related to the regional tourism proposals, who has signed a contract with the "Organisation" for the promotion and collection of bookings for services on the aforementioned site and receives booking confirmation from the Customer through the "Organisation".

"Organisation": is the Consorzio delle Pro Loco del Valdobbiadenese Unpli APS which, as the *Territorial IAT*, has the technical and operational management of the booking area activated by the 'search and book' link on the tourist destination website www.valdobbiadene.com

Booking Platform: refers to the platform for the technical management of bookings and general tourist service requests at the disposal of the "Organisation".

Information: includes the information and materials relating to the services generally bookable on the "Booking Search" or Booking, published by the "Organisation" as a result of the contracts signed by the providers with the same, concerning the descriptions, characteristics, services made available, prices and offers, images (including photos/videos/audio-videos) and any further and different information or images published and disseminated subject to the acceptance and authorisation of the Provider.

Booking: is any order relating to the tourist service selected and/or requested by the User/Customer placed on bookings and, therefore, at the various service providers through the "Organisation".

Booking Confirmation: is the communication with which the "Organisation" confirms to the User/Customer the reservation of the services they have requested with one or more providers: in most cases, this is done electronically (e-mail). The e-mails are automatically generated by the Booking Platform of the "Organisation" and are sent simultaneously to both the User/Customer and the provider(s). In some cases it may also be communicated by manual e-mail and/or fax, but always in written form to both Users/Customers and Providers.

Cancellation Policy: are the terms and conditions of cancellation for reservations, on the basis of which the Company accepts reservation cancellation requests and confirms them to both the User/Customer and the Provider.

No show: is the User/Customer's failure to present him/herself at the Provider of the booked services.

Cancellation and/or no show penalties: are the penalties, accepted at the time of booking by the User/Customer, which shall apply in the event of cancellation and/or no show, consequent upon and in reference to these GTC.

Overbooking: or "over-reservation" is the situation that occurs when the Provider accepts, also unintentionally and due to technical problems, more bookings than the overall services he can offer and manage.

Services: tourist services, including the services inherently integrated in them, as defined in DL 62/2018 and EU Dir. 2302/2015, which are not ascribable to tourist packages or related tourist services and, consequently, subject to the consumer protection provisions - Consumer Code DL 206/2005.

3. Object

These GTC regulate the access to and online operation of the Booking Platform of the "Organisation" by the User/Customer made available as technology and support for the conclusion of contracts (hereinafter "Services"), booked and confirmed electronically (including by accepting requests by telephone or by e-mail, to be confirmed by the Company by e-mail or fax) directly with Providers via the Booking Platform for the website operated by the "Organisation".

4. The Booking Platform: role and competences of the different parties

The Consorzio delle Pro Loco del Valdobbiadene Unpli APS, as "Organisation", has activated and manages its own platform for the acquisition and conversion of bookings for tourist services.

The Booking Platform manages only the mere technical-operational profile, not being part of the contract of sale between the User/Client and the Provider.

The "Organisation" plays a neutral role with respect to the concluded sales contract, through the "Search and Book" areas on its website, exclusively and directly between the User/Customer and the Provider.

The "Organisation" therefore assumes no pre-contractual or contractual liability towards the User/Customer in connection with the reservations forwarded through the Booking areas directly to the Providers, such as, for example, the failure to conclude the reservation and sales contract for the "Services" requested, non-performance and/or delays in the use, provision, partial or total payment of the "Services", or in the issuance of receipts and/or invoices for "Services" booked and/or provided.

The "Organisation" also accepts no responsibility in the case of non-fulfilment, illicit acts, damages between the parties or towards third parties relating to the "Services" booked and confirmed through the Booking Platform.

However, both the User/Customer and the Provider may inform the "Organisation" of any critical aspects of the reservation made, so that the Organisation may contact the Provider and take the necessary measures to ensure that such non-fulfilments or offences are resolved and cease.

The use of the Booking Platform by the User/Customer occurs, for bookings made through "search book" on the aforementioned website and with specific reference to this website, or made through other means (telephone, e-mail).

5. Contract and terms of agreement on the Booking Platform

By means of the "Organisation" and through the booking areas on its websites, the User directly enters into a booking and sales contract with the Provider chosen on the Booking Platform, concerning the booking and provision of "Services", including any additional services to be given or done, which the Provider agrees to perform on behalf of the User/Customer, against payment by the latter of a payment in money shown on the booking areas and on the booking confirmation processed by the Booking Platform for each different commercial channel.

The services shall be performed in line with the quality levels described in the booking areas, as uploaded directly on behalf of the Providers by the "Organisation", to which they have given an operational mandate, and as self-certified and guaranteed by them through a commitment contract signed with the "Organisation".

The booking request confirmed by the User/Customer is followed by a confirmation message (e-mail) that the Booking Platform managed by the "Organisation", automatically and on behalf of the chosen Provider, sends to the User and to the Provider, summarising for both parties the "Services", the booking conditions and policies, booking prices, means, times and methods of payment, cancellation policy and penalties, all the information provided in accordance with Article 13 of Legislative Decree 70/2003.

In the event of a refusal of the request by the Provider due to overbooking as a result of technical problems (power failure, internet line, etc.), the "Organisation" will immediately notify the User/Customer, proposing an alternative solution or the cancellation of the reservation made by the latter.

As a guarantee of the reservation of the selected services and in the process of confirming the same, the User/Customer agrees to provide his or her credit card details, i.e. his or her bank details authorising the charge, to his or her current account or to his or her credit/debit card circuit, of any penalties arising from cancellations of reservations communicated within the terms provided in the policies of the "Organisation" and/or the Provider, as highlighted during the reservation process and subsequently accepted by the User/Customer.

At the end of the booking process, the Provider is directly bound towards the User/Customer to provide the "Services" that have been booked and confirmed through the booking areas pertaining to the regional booking platform managed by the "Organisation"; the User/Customer is bound towards the Provider with reference to these GTC and to the specifications set out in the booking confirmation.

The booking of "Services" may also be made, in exceptional cases, via the booking area in off-line mode, which is also managed by the "Organisation", telephone and/or e-mail. This mode always requires a written reply from the "Organisation" by e-mail and electronic confirmation or the same means with the Provider. For these cases the "Organisation" operates during working hours on weekdays (Monday to Friday as a rule - from 09:30 to 12:30 and from 15:00 to 18:00), at the e-mail addresses indicated in the booking confirmation or at the telephone number also indicated in the booking confirmation or on the tourist destination website.

The Operator of the "Organisation" will not provide any advice, but will merely make the booking "Services" available to the User/Customer also by e-mail and telephone.

The order of presentation of the providers and services bookable on the Booking is random and does not follow classification or quality criteria, as the selected companies are the result of the search carried out by the User/Customer or operator of the "Organisation" on the Booking Platform at the time of the Booking query, based on the "Services" available for the following main basic parameters: location, period, type of services, number of participants and their type for the other services.

6. Descriptive and reservation data

The information relating to the selected "Services" that are intended to be booked are contained in the different screens and web pages consulted by the User/Customer during the booking process, including the acceptance of these General Terms and Conditions, the acceptance to provide the credit card as a guarantee for the booking and to authorise its use to deduct any late cancellation or no-show penalties, and the privacy acceptances before the final confirmation of the booking.

The information relates to the description of the company providing the "Services", including other services in general made available, images (including photos/videos/audio-videos) and any further and different information or image published or distributed by the "Organisation" with reference to the contracts signed by the Providers. The booking data pertains to the availability of the services provided by the Providers, as selected by the Users/Clients, to the requests made and sent to Booking and consequently to the location, the start and end date of the services, the services requested, the participants, their categories, the rates, the general conditions and any specific policies that may be highlighted on Booking, the cancellation policy and any penalties, and any other information pertaining to the booking.

All information regarding the companies providing the "Services", are published on the Booking by the "Organisation" on behalf of the "Providers", exclusively with reference to what has been agreed by the latter, through a specific contract signed with the "Organisation".

The "Provider" is always solely responsible to the User/Customer for the correctness, completeness, truthfulness and up-to-dateness of the data provided by contract and entered by the "Organisation", including prices, pertaining to:

- their content, nature, accuracy and completeness, truthfulness, up-to-dateness, as well as their compliance with the law, including also information on the quality of the services offered;
- the legitimacy or right of use of any materials and/or files that the Service Provider provided to the "Organisation" as an attachment to the signed contract for publication by the latter
- compliance with any legal obligations connected with the exercise of their activity or with the relationship and conclusion of the booking contract between the User/Customer and the Provider.

The Booking Platform "Organisation" merely makes the aforementioned information visible "as is" and "as available", without any control being carried out by the "Organisation", and therefore, the "Organisation" is in no way responsible or liable for any damages or losses suffered by the User/Customer that are related to or dependent on the circumstances referred to in this Art. 6.

7. Credit card as guarantee with debit authorisation for any penalties

The "Organisation", precisely because it is not an intermediary or seller, does not provide for any means of on-line payment to the "Organisation" of bookings concluded with Providers but does provide, as a form of guarantee of the booking and with reference to the contract signed with the latter, for the User/Customer to provide their credit card details, without this entailing any immediate withdrawal/debiting of sums of money at the time of the booking.

In fact, the credit card data management information systems of the reserving User, used by the "Organisation", have the sole function of verifying whether at the time of the reservation the card number exists and whether the validity date of the card has not yet expired, as well as proceeding to ascertain its availability. As an alternative to the Credit Card Guarantee, the Provider may request down payments, partial or total deposits to be paid in different ways or to be charged through appropriate authorisations issued to him directly by the User/Customer.

Payment for "Services" booked with the card provided as a guarantee or by any other means agreed by the Client with the Provider, including cases of application of cancellation and/or no-show penalties, will always be made directly to the Provider, both with regard to "Services" booked on the "Organisation" booking areas and for any other services and extras used during the stay or in any case on the spot after arrival.

During the reservation process and immediately prior to the confirmation of the reservation, the system will ask the User/Customer to accept, on the credit card provided as guarantee, the automatic debit by the Provider of any cancellation fees for the services reserved and confirmed, or in the case of a no-show. The User/Customer will be requested to enter the credit card details directly on the Booking Platform, in the case of online transactions, or to communicate them to the staff of the "Organization", in the case of offline procedures (telephone, email), in such a way as to preserve the confidentiality and protection of the data provided.

No responsibility can be attributed to the "Organisation" in the event that the operation of communicating credit card details is unsuccessful due to temporary inability to access the same, for reasons not attributable to the "Organisation" itself, or in the event that the operation of charging the cancellation penalty or other

amount is unsuccessful due to lack of coverage or for reasons other than those subject to the aforementioned assessment or in any case arising after the time of booking.

Acceptance of these General Terms and Conditions constitutes prior authorisation for the Credit Institute and/or the Credit/Debit Card circuit to use the data entered by the Customer in the event of the application of the penalties accepted by the latter when confirming the booking of services.

The data provided by the User/Customer are managed by information systems that comply with PCI DSS standards, (Payment Card Industry Data Security Standard). All transactions are carried out through secure connections using SSL (Security Socket Layer) protection codes and https (http secure) protocol.

The Credit Card data will be communicated to the Provider electronically together with the booking confirmation: they will only be used in the event of a charge for any penalties accepted by the User/Customer at the time of booking confirmation.

The collected data, except for the fulfilment of legal obligations, will be immediately deleted at the end of the processing.

The "Organisation" accepts no liability for any fraud, deception or misuse by third parties of the credit card data collected during the booking process, provided that such is not attributable to acts or facts for which the "Organisation" is responsible, whether intentional or grossly negligent.

8. Use of services

With regard to the "Services", the Client has the right to use the booked services with reference to these General Conditions, as well as to those defined by the Provider, published on the Booking areas in the "general conditions" and "policy", of the service or experience, or in any case all published on the websites of the Company, of the Veneto Region, of related websites and partner websites, proposed to the Client for acceptance at the time of booking, and subsequently summarised in the booking confirmation.

9. Withdrawal and Cancellation of Reservation - No Show

Pursuant to Article 55(1) (b) of Legislative Decree no. 206 of 06/09/2005 (Consumer Code), the right of cancellation set out in Article 64 of the same Code does not apply to contracts for the provision of tourist services. With regard to the cancellation of the booking by the Customer, these General Terms and Conditions apply.

The User, who intends to cancel a booking made through the "Organisation" Booking, must give written notice to the "Organisation", online or at the contact details (email, telephone) included in the booking confirmation: he/she will receive from the "Organisation" confirmation of the cancellation, which will also be forwarded to the Provider. It is understood, however, that the notice of cancellation made, within the agreed terms, by the Customer to the "Organisation", shall be deemed equivalent, in terms of its effects, to that made directly to the Provider.

In the event that the Provider decides to apply the penalty accepted by the Customer at the time of the confirmation of the reservation, he shall inform the Customer in advance by e-mail that he intends to debit the stipulated penalty amount.

10. Replacement service: unforeseeable circumstances and/or force majeure including overbooking

By sending the booking, the Provider is directly bound to the Customer and cannot withdraw from the booking or cancel it, not even partially, being obliged to provide the booked service, unless the service has become impossible due to unforeseeable circumstances or force majeure, or except in cases of non-compliance by the User as provided for in express termination clauses.

In this case, in fact, the contract with the Customer is terminated and the Provider is obliged purely and simply to return what may have been received from the User in confirmation of the reservation, or to charge the latter for any penalties that may be incurred.

However, with the Customer's consent, the operator of the Provider may make an alternative solution available to the Customer in place of the one booked and no longer usable, provided the former has equivalent or superior characteristics to the latter.

Otherwise, in the event of unavailability of the booked service due to overbooking or for other reasons that can in any case be attributed to the Provider, the latter is obliged to offer the Customer an alternative solution of an equivalent or higher category than the one booked. Any additional costs shall be borne in full by the Provider. If the Customer refuses the replacement solution, the reservation will be cancelled without the application of any penalty, i.e. with the refund of the already paid amount.

Similarly, in the event that the Provider is unable or unwilling to find an alternative service with the characteristics described above, and vice versa, he is obliged to return to the Customer any sum paid in advance, and may be called upon by the "Organisation" to pay the Customer, as a penalty, an amount of money up to 50% of the total amount of the services originally booked and confirmed.

11. Obligations of the User/Customer

At the time of booking, the User/Customer must enter truthful data with specific reference to the age and number of persons for whom the booking is made.

With the exception of cancellation notices, to be made online in the "Organisation" Booking Area, or to be sent to the "Organisation" by email or telephone to obtain confirmation of cancellation, any other request and communication for changes, specifications, additions or variations of any service inherent to the booking after confirmation, must always be sent by the Client to the Provider, using the contact details on the booking confirmation. Notifications must always be sent in writing to the Provider, who may confirm or reject the request, or agree with the User/Customer on changes to the originally agreed terms and conditions, in the terms and manner he/she deems appropriate.

The payment of the monetary fee by the Customer shall be made directly to the Service Provider in the manner stipulated in these GTC.

For any damage caused by the Client, the general rules on compensation for damage shall apply. The Client shall be liable for any act or deed attributable to him or her directly or indirectly (as caused by persons under his or her responsibility), from which damage to the Provider has resulted.

12. Provider's Rights

In the event of the Customer's refusal to pay or delay in paying the amount due, the Provider shall have the right to retain the Guest's belongings on his premises in order to secure his claim against the services provided.

In the event that at the time of check-in the number of adults and children, as well as their respective ages, should differ from those declared at the time of booking, it is at the Provider's discretion to replace the booked service with a more suitable one, if available, or to ask for an addition to the originally agreed fee: in the event of disagreement with the Client, the Provider may cancel the booking at the Client's fault and to the Client's detriment, retaining any accrued penalties.

The Provider has the right to remove the Customer from his/her company in the event that the Customer:

- uses the premises to the detriment of the property or makes coexistence with other customers intolerable, or behaves in a disrespectful, scandalous or in any case inconsiderate manner, or is responsible for criminal conduct towards the Provider or his other customers, staff and/or persons who are otherwise in the same place/structure;
- is suffering from a contagious disease;
- fails to pay the requested and due amounts within the agreed deadlines.

13. Obligations of the Provider

The Provider is obliged to offer the agreed "Services" according to the quality standards appropriate to the type of service booked.

14. Animals

Animals are not normally allowed to use the services, except with the prior authorisation of the Provider and possibly for a fee. This authorisation must be considered by the Customer when requesting the reservation of services, selecting services that allow use by animals and guarantee their availability and access authorisation from the outset.

15. Responsibility

The User/Customer acknowledges and accepts that no liability can be ascribed to the Organisation:

- for failure to complete bookings through the Booking Platform of the "Organisation", for any incorrect bookings, for any direct or indirect damages caused by the impossibility, even temporary, of using the Booking Platform due to causes not attributable to the "Organisation" or for any direct or indirect damages resulting from the abusive use by third parties;
- for non-performance or delay in the performance of the contract concluded between the User/Customer and the Provider. In particular, the "Organisation" cannot be held liable to the User/Customer for the so-called "overbooking" phenomenon;
- for the data and/or contents entered into the Booking system through a mandate to the "Organisation": the Provider remains solely and directly responsible to the User/Customer for the correctness, completeness and up-to-dateness of the data that can be consulted on the "Organisation's" Booking, as well as for other services, for the indicated prices, for the quality of the offered services and for the information, including photographic information, published on the "Organisation's" Booking;
- in the event that the operation of using the credit card data for charging the cancellation fee is not successful due to lack of coverage or for reasons other than those under investigation or in any case arising after the booking.

16. Suspension of access to and use of the Booking Platform and Area

The User acknowledges and accepts that the "Organisation" may or shall temporarily suspend or permanently inhibit access to and use of the Booking in the following cases

- a) for unforeseeable circumstances or force majeure;
- b) by order of the regional authority or other supervisory and control authority;
- c) for improvement, repair, maintenance works.

In the case of c), "Organisation" agrees to make access to the Platform possible within 48 hours, provided that this is dependent on "Organisation" and the managed Bookings falling within its power to intervene.

17. Applicable Law and Jurisdiction

These GTC and the particular provisions of the individual Provider shall be governed by Italian law.

For any disputes that may arise with regard to the execution and/or interpretation and/or validity of these terms or any other matter related thereto, Italian law and jurisdiction shall apply exclusively.

Notwithstanding the foregoing, in the event that:

- a) the Customer holds, pursuant to Legislative Decree no. 79 of 23/05/2011 (Tourism Code) and Legislative Decree no. 206 of 06/09/2005 (Consumer Code), the status of Tourist-Consumer, the competent Court shall be the Court of the place where he/she has his/her residence or domicile, if located in the territory of the Italian State
- b) the Client is not a Tourist-Consumer or, even if he/she is a Tourist-Consumer, does not have his/her residence or domicile in the Italian territory, the Court of Treviso shall have exclusive jurisdiction to settle any disputes relating to the aforementioned conditions.

18. Place where services are provided

The services are understood, for all purposes, to be provided at the Provider's facility.

19. Different functions of the "Organisation"

Should the services of the same Provider be part of tourist packages or related tourist services, they are not subject to these GTC but will be "provided" elsewhere with reference to the relevant regulations.

For acknowledgement and acceptance by the Provider

At the end of this document attached to contracts with "Organisation", i.e. by accepting the said GTC upon activation of the "Organisation" Base Commercial Channel by the Provider.

For acknowledgement and acceptance by the Customer/Consumer

By ticking online or at the bottom of an offer presented on- or off-line to the customer/consumer before confirmation of the booking.