



SALE TERMS AND CONDITIONS

This document includes the general Terms and Conditions of the Contract between you ("customer") and Sobretta Travel – a Travel Agency and Tour Operator trading as www.bravoitalia.it ("we", "us", "our" or "ourselves" "the organizer"). Bravoitalia Srl can be found at the following address: Via Battaglion Morbegno 5 – 23032 Bormio (SO) – Italy.

1) INTRODUCTION AND DEFINITION OF TOURIST PACKAGE

Both the organizer and the seller of Tourist Packages must be licensed to carry out their activities.

The customer has the right to receive a copy of the Tourist Package contract. This document is necessary in case you need to apply for the Guarantee Fund (see Article number 17 of these contract terms and conditions).

The definition of Tourist Package is the following:

The objects of Tourist Packages are journeys, holidays and "all-inclusive" deals, resulting from the fixed combination of at least two of the following elements, sold or offered for sale at a flat rate, whose duration exceed 24 hours, that is, at least one night:

- a) transportation;
- b) accommodation;
- c) Tourist Services not additional to transportation or accommodation (omissions)..... which are an important part of the Tourist Package.

2) LEGISLATION

The trade of Holiday Packages is regulated by the Italian Decree Number 1084 (27 December 1977) which ratifies and implements the International Travel Convention (CCV) signed in Bruxelles on the 23.04.1970 and also by the Consumer Code.

3. BOOKING

Once you have selected the services you would like to buy, you must complete the details on the website www.bravoitalia.it including the payment details, and send these to us. If we can confirm your booking, we will send you an email confirmation. A binding contract will come into force between us only at the time we send out our confirmation email and the vouchers, and until then we shall be under no liability to you whatsoever. If we are unable to accept your booking we shall not process your payment.

If there are any changes to the details supplied to us by you it is your responsibility to inform Sobretta Travel at the email:

info@bravoitalia.it

4) PAYMENT

Payment in full is required at the time of booking and should be made by credit card. Sobretta Travel does not operate any part payment schemes, and does not accept cash payments.

Cards: We welcome payment by Visa, Mastercard, and their associated cards.

The payment by credit card may be subject to a handling fee, in which case, the additional charge will become clear at the time of booking.

5) BOOKING CONFIRMATION AND VOUCHERS

Confirmation vouchers will be provided to you after we have confirmed your booking by email. You must present your booking confirmation details and vouchers to the relevant supplier (s) upon arrival as they are proof of pre-payment. It is your responsibility to check the confirmation and ensure that all the details are correct.

Accommodation and activities will only be provided in accordance with the details in the confirmation. Where the details on the confirmation are not correct, you should contact us prior to travel at info@bravoitalia.it. It is also your responsibility to ensure the accuracy of the information you input into the enquiry screen before you complete the Bravoitalia.it booking. If you make a mistake, and you request that we try to amend the details, we will try to do so, but cannot guarantee that this will be possible. The cost of the service requested may vary on amendment of the details and if so you will have to pay these in addition. If this happens, a new confirmation email will be sent to you.

Your confirmation voucher(s) and invoice relating to your booking will be sent to the email address which you give us at the time of booking. You must ensure that this is a correct and valid email address. It is your responsibility to print out your voucher(s) and present it to the supplier(s) on arrival at your destination.

Non-delivery of the confirmation voucher(s) does not constitute a non-booking and all standard cancellation terms apply. If you have not received your confirmation voucher(s) after we have confirmed your booking, please send an email to: info@bravoitalia.it and quote the Order Number.

6) CHANGES BY YOU

If – before your departure - you wish to make a change to your booking, you must notify us in writing (info@bravoitalia.it) as soon as possible. We will endeavour to make the change, but this is subject to availability. Where the change is possible, you will be asked to pay an administration fee of € 25 per person per change and you will also be responsible for any charges imposed by suppliers of your arrangements as a result of the change. Any change in the number of participants will be considered a "partial cancellation" by yourself: in this case the conditions described at point 7 will be applied.

7) CANCELLATION BY YOU

You can decide to cancel your booking without paying any cancellation charges in the following two cases:

- if the total price of the package is increased by more than 10%
- if one or more fundamental components of the package are significantly changed causing the new package to be very

different from the original one.

In these cases you have the right to:

- An alternative package without paying any price supplement. When the price of the alternative package is inferior to the one you have originally booked, you have the right to be refunded for the price difference.
- A refund of the paid amount. The refund must be processed by Bravoitalia within seven working days from your refund request.

You must inform Bravoitalia on how to proceed within two working days from receiving communication of the price increase and alterations. Failing to do so implies that you accept the proposed alternative Package.

If your cancellation request is not related to the cases mentioned above, you will need to pay cancellation charges. These will be as set out below but additional fees may, in some cases, be levied by the individual supplier/operator above and beyond the charges outlined below. For example, any cancellation on event, theatre, concert, special interest, activity and attraction tickets/passes attracts a cancellation fee of 100%. When cancelling the booking you will be notified via email of the total cancellation fees.

Should you wish to cancel your booking, the person who made the booking must advise Sobretta Travel by e-mail at this address: info@bravoitalia.it

Your cancellation notification must be made by email or in writing. Sobretta Travel will then advise you on what documentation is required to process your cancellation and you must in turn post written confirmation of your cancellation. This must arrive with us before your break has commenced or no refund will be given.

Sobretta Travel will refund the following amounts, based upon the date on which notification is received:

More than 30 days prior to departure	90% of the paid amount
From 30 to 20 days prior to departure	70% of the paid amount
From 20 to 10 days prior to departure	50% of the paid amount
From 10 to 3 days prior to departure	25% of the paid amount
From 3 to 0 days prior to departure	no refund

Once your holiday has commenced, no refund will be made. The figures are expressed as percentages of the total booking price.

The above mentioned cancellation charges are also applied when your impossibility to travel is caused by missing or not valid travel documents (i.e: passport – Visa)

8) CANCELLATION OR CHANGE OF YOUR TRAVEL ARRANGEMENTS

According to Article 91 of the Consumer Code, any significant change in the Holiday Package or in one of its fundamental components is subject to your acceptance. If you decide not to accept the changes, you can exercise the rights described in the previous point.

These rights can also be exercised when cancellation is due to underbooking, force majeure or unforeseeable circumstances. In addition, in appropriate cases, (on the assumption that the full balance has been paid) and where such cancellation is not due to underbooking or force majeure (as defined below), we will pay you compensation for a maximum of double the amount you have paid.

Underbooking is the situation in which the minimum number of bookings required to run a holiday or service is not met. Force majeure is unusual and unforeseeable circumstances beyond our control, the consequences of which neither we nor our suppliers could avoid, examples of which are war or threat of war, riots, civil strife, terrorist activity, industrial disputes, natural or nuclear disaster, fire or adverse weather conditions, level of water in rivers or other similar events beyond our control.

9) CHANGES AFTER DEPARTURE

In the unlikely event that we become unable to provide a significant proportion of the services you have booked after you depart, we will make alternative arrangements for you to continue your holiday at no extra charge (when the cost of the alternative holiday is higher than the cost of the holiday you have booked we will refund you for the price difference), or, if this is impossible, or you do not accept these alternative arrangements for good reason, we will provide you with transport back to your place of departure (this will be the place where the arrangements you have booked with us commenced).

10) BOOKING TRANSFER

If, after your booking has been confirmed, you are prevented from proceeding, you can be replaced by another person provided that:

- a) You (the transferor) inform Bravoitalia Srl by email at least 15 days before your departure. You must inform us about the details of the person who takes your place (the transferee).
- b) The transferor meets all the necessary legal requirements to replace you (in particular – Passport – Visa – Health requirements).
- c) The transferee and the transferor pay us for the expenses caused by the transfer. These expenses will be made clear before the transfer is agreed.

You, as transferor of the holiday and the transferee shall be jointly and severally liable to us for the payment of the balance due, together with all additional charges of whatever sort imposed by the suppliers providing the component parts of your holiday.

Note: Some third parties might not accept your transfer request. In this case Bravoitalia, will immediately inform you.

11) YOUR RESPONSIBILITIES

When you book with us, you accept responsibility for any damage or loss caused by you or any member of your party. Full payment for any such damage or loss must be paid direct at the time to the relevant supplier. If you fail to do so, you will be responsible for meeting any claims subsequently made against us (together with our own and the other party's full legal costs) as a result of your actions. We expect all clients to have consideration for other people. If in our reasonable opinion or in the reasonable opinion of any supplier or any other person in authority, you or any member of your party behaves in such a way as to cause or be likely to cause danger, upset or distress to any third party or damage to property, we and/or the

relevant supplier are entitled, without prior notice, to terminate the holiday of the person(s) concerned. In this situation, the person(s) concerned will be required to leave the accommodation or other service. Neither we nor any supplier will have any further responsibility toward such person(s) including any return travel arrangements. No refunds will be made and neither we nor any suppliers will pay any expenses or costs incurred as a result of the termination.

In order to take part in sporting activities, all persons should be in good health and possess a reasonable basic level of fitness.

It is the criteria of Sobretta Travel that the lead customer must be over 18. By ticking the box to confirm you have read and understand the Terms and Conditions you are also confirming that the lead name for the booking is over 18 years of age.

It is your responsibility to make the necessary applications and to comply with any regulations governing entry to our country. If you do not obtain a visa, where this is required, or your passport or any other travel documentation is not in order and you are unable to travel as a result, you will be liable to pay cancellation charges. Furthermore, we will not accept any responsibility or refund any money in cases where you are unable to travel because of an invalid or mislaid visa or passport. Non-EU citizens can also check with their embassy or consulate to obtain details of the relevant requirements. EU citizens can also refer to their respective Foreign Office departments for travel advice.

12) OUR LIABILITY TO YOU

We are responsible for the damages caused to customers by our total or partial inability to provide the agreed services. We are not responsible for the damages suffered by customers which are caused by customers themselves or due to unforeseeable circumstances or force majeure.

Our obligations, and those of our suppliers providing any service or facility included in your holiday, are to take reasonable skill and care to arrange for the provision of such services and facilities and, where we or our supplier is actually providing the service or facility, to provide them and to do so with reasonable skill and care. You must show that reasonable skill and care has not been used if you wish to make any claim.

13) COMPENSATION LIMITS

Under no circumstances, the organizer compensation will be higher than the compensation indemnities determined by the International Conventions, with reference to the performances whose non-fulfilment caused the responsibility. In particular, compensation can not exceed 50.000 Germinal Gold Francs for damage to the person, 2000 Germinal Gold Francs for property damage and 5000 Germinal Gold Francs for any other damage.

14) ASSISTANCE

The organizer is obliged to assist the customer following the principle of professional diligence exclusively when these obligations are determined by law or contract. Sobretta Travel does not have any responsibility when the missed or wrong execution of the contract is caused by the customer or is due to an unforeseeable or inevitable third-party event or caused by force majeure.

15) COMPLAINS

If you are in any way dissatisfied with any aspect of your arrangements, you must notify the relevant supplier as soon as possible. The reason that we and/or the supplier require you to do this is to give us and/or the supplier an opportunity to resolve any problems before they spoil your arrangements..

If you think that you are entitled to compensation from us in relation to a package, you must send your request by registered post within ten working days from your return day. Our address is the following:

BRAVOITALIA Srl Via Battaglion Morbegno 5 23032 Bormio (SO) Italy

Failure to follow this procedure may reduce or extinguish any rights you may have to make a claim against either us or any relevant supplier.

16) INSURANCE

It is a condition of our contract with you that you have suitable insurance cover for the arrangements you have booked. You are confirming that you have suitable insurance cover for your break by ticking the box to say that you have read and understood the Terms and Conditions. Please note that many travel insurance policies have either exclusions of certain aspects of cover or have increased excesses on certain areas of cover. It is your responsibility to ensure that the insurance cover you purchase is suitable and adequate for your particular needs.

17) GUARANTEE FUND

In case of insolvency or bankruptcy of the organizer, the customer can turn to the "National Guarantee Fund" based at the General Direction for Tourism to:

- a) ask for the refund of the paid amount
- b) ask to be returned to the country where the travel started

This fund must also offer immediate economic support for non- EU tourists which are forced to return to their countries because of emergencies due or not due to the organizer's behaviour.

18) LAW AND JURISDICTION

Your contract with us and any matters arising from it shall be subject to the jurisdiction of Sondrio (Italy).

ADDENDUM

TRADE REGULATIONS FOR SINGLE TOURIST SERVICES.

A) REGULATIONS

When transport, accommodation or any other tourist service are offered on their own and not as a part of a Tourist Package, they are regulated by the following CCV articles: 1, 3, 6, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31.

B) CONTRACT CONDITIONS

Transport, accommodation and the other tourist services which are sold separately and not as part of a Tourist Package, are also disciplined by the following articles of this contract term and conditions : Article 3 (1st paragraph) – Articles 4, 6,8,9,10 (1st paragraph), 11,14,16. Even though these articles are applied, the trade of the single tourist services is different from the trade of Tourist Packages. The terminology used to describe the terms and conditions for the trade of Tourist Packages (i.e: journey – organizer...) is equally applied to describe the trade of the single Tourist Services (stay – seller.)