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Standard Terms and Conditions for Tour Operators

These terms and conditions serve as an annex to and are applicable to any tour operator agreement entered into between **Tour Operator infodolomites.com** and a Tour Operator, and remain valid until such time as they may be replaced by a later version

THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

The headings of the clauses in this Agreement are for the purpose of convenience and reference only and shall not be used in the interpretation of, nor modify, nor amplify the terms of this Agreement, nor any clause hereof. In this Agreement, unless a contrary intention clearly appears –

1.1 words importing –

1.1.1 any one gender include the other two genders;

1.1.2 the singular include the plural and vice versa; and

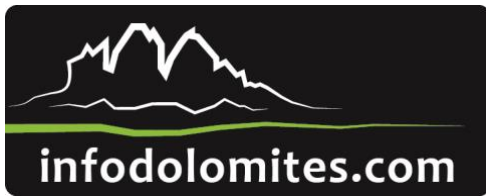
1.1.3 natural persons include created entities (corporate or non-corporate) and vice versa.

1.2 the following terms shall have the meanings assigned to them hereunder and cognate expressions shall have corresponding meanings, namely:

1.2.1 **“Agreement”** means this Agreement together with any annexures there to and read together with any of the applicable policies/rules or others as mentioned in this agreement, which must be read as if incorporated herein;

1.2.2 **“ground operator”** means a company that provides logistical land services such vehicles, accommodation bookings, guides, itineraries, sightseeing tours, transfers, etc to primarily incoming travellers.

1.2.3 **“foreign principal”** Means a company that combines tour and travel components to create a holiday within a source market outside Italy.



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1.2.4 "**local operator**" Means a company that combines tour and travel components to create a holiday, located within Italy.

1.3 Any reference to an enactment is to that enactment as at the date of signature here of and as amended or re-enacted from time to time;

1.4 If any provision in a definition is a substantive provision imposing rights or obligations on any party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the body of the Agreement;

1.5 When any number of days is prescribed in this Agreement, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or officially proclaimed Italian public holiday, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or officially proclaimed Italian public holiday;

1.6 Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail;

1.7 Expressions defined in this Agreement shall bear the same meanings in schedules or annexures to this Agreement which do not themselves contain their own definitions.

2. TOUR OPERATOR

For purposes of this agreement, a Tour Operator is defined as:

- a. A ground operator who acts on behalf of a foreign principal; or
- b. A foreign principal who acts directly; or
- c. An authorized agent or nominated representative of a foreign principal; or
- d. A local operator: who, as a normal part of its business, uses its distribution network to sell **infodolomites.com** facilities; and who makes reservations on behalf of tourists in accordance with **infodolomites.com** standard business



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rules for tour operators as determined by the terms and conditions of this agreement.

3. GENERAL

3.1 **infodolomites.com** will expect that:

3.1.1 The Tour Operator will use its best endeavours to promote and extend the sales of **infodolomites.com** to all potential clients;

3.1.2 Cancellations of reservations will be kept to a minimum, and when unavoidable, undertaken in a timely manner;

3.1.3 The Tour Operator will not, in selling the services, make any representation or give any warranties other than those contained in **infodolomites.com**'s conditions of sale;

3.1.4 The Tour Operator shall in all correspondence and other dealings relating directly or indirectly to the sale of **infodolomites.com** services, clearly indicate that it is acting as an agent of **infodolomites.com**;

3.1.5 WEBSITES Tour Operators who host direct booking channels via their own website must ensure that their own company logo and trading company names are visibly displayed on all pages. Users of the Tour Operator's website should not be under any impression that they are booking directly with **infodolomites.com** property when using a third party website. Should there be evidence that any Tour Operator is representing itself to the market as **infodolomites.com** or a **infodolomites.com** brand, rather than its own corporate entity, all negotiated rates will be withdrawn from that company with immediate effect.

3.1.6 **infodolomites.com** reserves the right at its discretion to suspend the operation of this agreement during major events, conferences, or sporting events that on account of the extraordinary demand for accommodation during that period, **infodolomites.com** may not be in a position to offer the



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tour operator accommodation at the rates and on the terms and conditions set out in this agreement. Rack rates will apply during these events.

3.2 **infodolomites.com** endeavors to:

3.2.1 Ensure a prompt and efficient service;

3.2.2 Keep tour operators updated as to developments;

3.2.3 Deliver a service consistent with the **infodolomites.com** brand value proposition.

3.2.4 **infodolomites.com** reserves the right at its discretion to suspend the operation of this agreement during major events, conferences, or sporting events that on account of the extraordinary demand for accommodation during that period, **infodolomites.com** may not be in a position to offer the tour operator accommodation at the rates and on the terms and conditions set out in this agreement. Rack rates will apply during these events.

3.3 Both parties undertake that neither of them will disclose the terms of this agreement or any other confidential information as to the affairs of the other, which either of them may acquire through the operation of these conditions to any third party other than may be required by law.

4. BOOKING PROTOCOL

4.1 The Tour Operator must make bookings directly with **infodolomites.com**, online, by e-mail. For any booking to be effective, it must be confirmed in writing by **infodolomites.com** and send a deposit (see deposit information below).

5. RATES & PAYMENT

5.1 The Standard Tour Operator rates quoted by **infodolomites.com** are in EURO and include accommodation, 10% Italian VAT and tourist tax.



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5.2 A booking summary sheet issued by **infodolomites.com** shall be the proof of the total booking value of the Tour Operator.

5.3 Standard Tour Operator (STO) Rates shall be made available upon a satisfactory application and shall come into effect once this memorandum of agreement has been signed by both parties.

5.4 Standard Tour Operator Rates **are net and not-commissionable**

Deposits

5.5 The following rules will apply to Tour Operator bookings:

5.5.1 Fully Independent Traveller: The Tour Operator is required to pay a 20% non-refundable/non-transferrable deposit within 30 calendar days from making the booking.

5.5.2 Group/Series bookings: no deposit is required on making the booking – but bookings will be considered and treated as provisional until such time as a 20% non-refundable/non-transferrable deposit is paid. **infodolomites.com** reserves the right to replace or cancel any provisional booking with a confirmed booking at any time provided that written notification will be sent to the provisional booking holder. Who should they wish to keep the booking in question, will be required to pay a 20% non-refundable/non-transferable deposit within two working days from when such notification has been sent, to secure the booking. A full rooming list (for confirmed rooms with 50% non-refundable/non-transferable deposit) must be provided to **infodolomites.com** 60 days prior to arrival date.

5.5.3 Full payment of all reservations is to be made no later than 30 days prior to arrival date and any unpaid booking will be forfeited (non-refundable/non-transferable) and cancelled, with no obligation on **infodolomites.com** to notify the Tour Operator.



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5.5.4 In the event that a reservation is made within 30 days of first check in, the full payment must be received within immediate (48 hours) of booking confirmation. If payment is not received within such time, the reservations/bookings will be cancelled, with no obligation on **infodolomites.com** to notify the Tour Operator.

Payment

5.6. Payment must be made into the following account:

Account Name: **Canins Emanuela – infodolomites.com**:

Bank: Südtiroler Volksbank

Address of the bank: Str. Colz 56 – 39036 La Villa (BZ) – Italy

Swift Code: BPAAIT2B019

Account Number/IBAN: IT 75 S 05856 58180 019571332366

5.7. The onus is on the Tour Operator to confirm payment by means of email.

5.8. Accommodation rates and rules for payment may change from time to time without prior notice.

6. CANCELLATION/MODIFICATION OF A RESERVATION

6.1 The parties agree that all cancellations or alterations to bookings shall be done in writing only.

6.2. Any modification/amendment/alteration to an existing confirmed booking itinerary resulting in the value of the revised booking being less than the original booking will constitute a cancellation.

6.3. The cancellation policy will apply to that portion of the value by which the booking has been adjusted. Any modification to an existing booking's date will constitute a cancellation followed by a new booking.

6.4. Meals are non-refundable/non-transferable.

6.5. Below cancellation policy, also applies to activities:

6.6. In the event of any cancellation by the Tour Operator within the periods provided for hereunder (given as days prior to arrival), **infodolomites.com** may charge the following penalty:

6.7. Fully Independent Traveller:

- 30 days and more prior to arrival date, no cancellation fees is payable – provided that any non-refundable deposit will be forfeited;
- 29 – 15 days before arrival - 30%
- 14 – 7 days before arrival - 75%
- 6 – 0 days before arrival - 100%
- No shows - 100%

6.8. Group/Series bookings:

- 45 days and more prior to arrival date, no cancellation fees are payable – provided that any non-refundable/non-transferrable deposit will be forfeited;
- 44 – 30 days before arrival - 30%;
- 29 – 15 days before arrival - 75%
- 14 – 0 days before arrival - 100%
- No shows - 100%

A 24 hours release period without attracting cancellation fee is allowed for reservations made within the 7 day to arrival period.

7. BREACH OF CONTRACT

7.1. Should any party commit a breach of any of the provisions of this terms and conditions and fail to remedy such breach within a period of 7 (seven) business days after receipt of a notice by the other party to remedy the breach, the injured party shall at its



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discretion without prejudice to any other rights be entitled to cancel this terms and conditions and to recover damages from the guilty party.

7.2. **infodolomites.com** reserves the right to cancel these terms and conditions forthwith in the event that the tour operator cancels/modifies more than 50% of the total value of its reservations in any 12-month period.

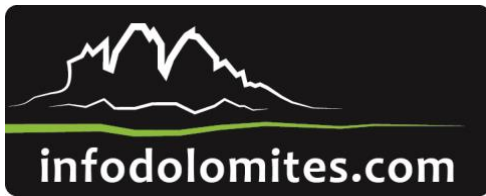
7.3. No amendment of this terms and conditions shall have any effect unless reduced to writing and signed by both parties.

7.4. No indulgence on the part of either party to the other shall constitute a waiver of rights in terms of this terms and conditions.

7.5. The Laws of Italy shall in all respects govern this terms and conditions.

8. FORCE MAJEURE

In the event of any act of God, strike, war, warlike operation, rebellion, riot, civil commotion, lockout, combination of workmen, interference of trade unions, suspension of labour, fire, accident, or (without regard to the foregoing enumeration) of any circumstances arising or action taken beyond or outside the reasonable control of the Parties here to preventing them or any of them from the performance of any obligation hereunder (any such event hereinafter called "Force Majeure") then the Party affected by such Force Majeure shall be relieved of its obligations hereunder during the period that such Force Majeure continues (excluding payment obligations hereunder or loss or damage which the other Party may suffer due to or resulting from the Force Majeure), provided always that a written notice shall be promptly given of any such inability by the affected Party. Any Party invoking Force Majeure shall upon termination of such Force Majeure give prompt written notice thereof to the other Parties. Should Force Majeure continue for a period of more than 90 (ninety) days, then either Party shall be entitled forthwith to cancel this terms and conditions.



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9. No Liability

infodolomites.com does not accept any liability for any act, omission, default or neglect of the Tour Operator or its employees for any injury, damage, or loss. **infodolomites.com** is in no way responsible for the accuracy of any information and warranties given or statements made by Tour Operator.