



Cicloposse Bike Tour Operator [www.cicloposse.com](http://www.cicloposse.com)

tel. & fax +39 0578 749983 [info@cicloposse.com](mailto:info@cicloposse.com)

via I Maggio 27, Pienza – Siena – Tuscany - Italy

## GENERAL TERMS AND CONDITIONS FOR TOURIST PACKAGES

**The Organizer, Cicloposse, tour operator & travel agent with registration in Siena,** Respecting e-commerce legislation (D.Lgs.70/2003, D.Lgs 206/2005 - Codice del Consumo, D.Lgs. 21/2014); registered with chamber of commerce with number N. 97480  
VAT Number and Fiscal Code / Partita IVA IT 00876140526  
Numero REA SI -97480 - Registration Date 10/05/1995

### Contact information

Legal address: via I maggio 27, Pienza, Siena, Italy

Website: [www.cicloposse.com](http://www.cicloposse.com)

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The following Terms and Conditions make up the Contract between Cicloposse Bike tour operator and the Traveler, and apply to any Tourism Package sold by Cicloposse Bike tour

### The Travel Contract of a tourism package is composed of:

- the following terms and conditions
- the program description found on the web site or in separate/tailor made/custom programs sent by Cicloposse Bike tour or its staff
- the confirmation of the services booked by the Traveler.

The confirmation of any service implies that the Traveler/s (defined as any participant listed in the reservation) have read and accepted the terms and conditions written below as well as the Travel Contract and any advice contained either in the program and the sales proposal.

### 1) Industry Laws and Regulations

The sale of tourism packages and associated travel arrangements is ruled by the art. 32-51-novies of the so-called “Codice Del Turismo” (Tourism Code) per Legislative Decree n. 79 of May 23, 2011, with modifications per the Legislative Decree 62/2018 executing the EU Decree 2015/2302 and subsequent amendments, as well as by the Italian Civil Code as regards of transportation and mandate, where applicable. We also abide by e-commerce legislation as specified in the opening paragraph.

### 2) Administrative Regulations

Tourism Packages may be provided for sale exclusively by Organizers or Sellers who are regularly licensed for carrying out these activities, in full compliance with ruling Italian legislation, including regional or municipal ones. Organizers or Sellers must share, prior to the signing of the contract with the traveler, the following: Tourism Packages may be provided for sale exclusively by Organizers or Sellers who are regularly licensed for carrying out these activities, in full compliance with ruling Italian legislation, including regional or municipal ones. Organizers or Sellers must share, prior to the signing of the contract with the traveller, the following:

- Third Party Liability and Professional Insurance details
- Insurance or bank guarantee policies for insolvency or bankruptcy of the company to protect the Traveler in case of failure to deliver (covering costs for reimbursement and/or immediate repatriation costs to the starting point).

Per the afore mentioned Tourism Code (art 18, comma 6), the use of the following words “tourist agency”, “travel agency” or “tour operator”, “travel mediator” and similar terms in foreign languages is permitted only to companies which fall into the category described above, in Paragraph 1.



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### **3) Definitions**

Pursuant to Art. 33 of the Tourism Code and for the purposes of these general terms and conditions the following definitions shall apply:

a) **Traveler:** any person who is seeking to undersign a contract, or is entitled to travel on the basis of the stipulation of a Tourism Package contract or associated travel arrangements contract;

For any communication the address and contacts of the Traveler are the ones in the contract.

b) **Trader:** any natural person or any legal person, irrespective of whether privately or publicly owned, who is acting, including through any other person acting in his name or on his behalf, for purposes relating to his trade, business, craft or profession in relation to contracts covered by and complying with the current legislation, whether acting in the capacity of Organizer, Seller, trader facilitating an associated travel arrangement or as a travel service provider;

c) **Organizer - Seller:** a trader who combines and sells or offers for sale packages, either directly or through another trader or together with another trader, or the trader who transmits the Traveler's data to another trader in accordance with point c), n° 2.4) of art 33. of the Tourism Code;

d) **Durable Medium:** any instrument which enables the Traveler or the trader to store information addressed personally to him/her in a way accessible for future reference for a period of time adequate for the purposes of the information and which allows the unchanged reproduction of the information stored;

e) **Unavoidable and extraordinary circumstances:** a situation beyond the control of the party who invokes such a situation and the consequences of which could not have been avoided even if all reasonable measures had been taken;

f) **Lack of Conformity:** a failure to perform or improper performance of the travel services included in a package;

g) **Minor:** a person below the age of 18 years;

h) **Point of Sale:** any retail premises, whether movable or immovable, or a retail website or similar online sales facility, including where retail websites or online sales facilities are presented to Travelers as a single facility, including a telephone service;

i) **Repatriation:** the Traveler's return to the place of departure or to another place the contracting parties agree upon.

### **4) The Concepts of Tourism Package and Associated Travel Arrangements**

**4.1.** Per art. 33, comma 1.4.c of the Tourism Code, “**Tourism Package**” means a combination of at least two different types of the travel services listed below, which are created for the purpose of the same trip or holiday:

a) Booking or provision of transportation;

b) Booking or provision of temporary accommodation;

c) Booking or provision of any other tourist service which is not an insurance or financial service, nor an integrative tourist service;

and provided that at least one of the following conditions applies:

1) the services are combined by one trader, including at the request of or in accordance with the selection of the Traveler, before a single contract on all services is concluded;

2) irrespective of whether separate contracts are concluded with individual travel service providers, the services are: a) purchased from a single point of sale and the services have been selected before the Traveler agrees to pay,

b) offered, sold or charged at an inclusive or total price,

c) advertised or sold under the term ‘package’ or under a similar term,

d) combined after the conclusion of a contract by which a trader allows the Traveler to choose among a selection of travel services, or purchased from separate traders through linked online booking processes where the Traveler's name, payment details and e-mail address are transmitted from the trader with whom the first contract is concluded to another trader or traders and a contract with the latter trader or traders is concluded at the latest 24 hours after the confirmation of the booking of the first travel service.

**4.2.** Associated Travel Arrangements means at least two different types of travel services purchased for the purpose of the same trip or holiday, but which do not constitute a package and so result in the conclusion of separate contracts with the individual travel service providers, if a trader facilitates:

1) on the occasion of a single visit or contact with one point of sale, the separate selection and separate payment of each travel service by Travelers; or



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2) In a targeted manner, the procurement of at least one additional travel service from another trader where a contract with such other trader is concluded at the latest 24 hours after the confirmation of the booking of the first travel service.

a) the main characteristics of the travel services such as:

- i) the travel destination(s), itinerary and periods of stay, with dates and, where accommodation is included, the number of nights included;
  - ii) the means, characteristics and categories of transport, the points, dates and time of departure and return, the duration and places of intermediate stops and transport connections. Where the exact time is not yet determined, the Organizer and, where applicable, the Seller shall inform the Traveler of the approximate time of departure and return;
  - iii) the location, main features and, where applicable, tourist category of the accommodation under the rules of the country of destination;
  - iv) meals provided;
  - v) visits, excursion(s) or other services included in the total price agreed for the package;
  - vi) where it is not immediately apparent, whether any of the travel services will be provided to the Traveler as part of a group and, if so, where possible, the approximate size of the group;
  - vii) languages used to provide the services;
  - viii) whether the trip or holiday is generally suitable for persons with reduced mobility and, upon the Traveler's request, precise information on the suitability of the trip or holiday taking into account the Traveler's needs;
- b) the trading name and geographical address of the Organizer and, where applicable, of the Seller, as well as their telephone number and, where applicable, e-mail address;
- c) the total price of the package inclusive of taxes and, where applicable, of all additional fees, charges and other costs or, where those costs cannot reasonably be calculated in advance of the conclusion of the contract, an indication of the type of additional costs which the Traveler may still have to bear;
- d) the arrangements for payment, including any amount or percentage of the price which is to be paid as a down payment and the timetable for payment of the balance, or financial guarantees to be paid or provided by the Traveler;
- e) the minimum number of persons required for the package to take place and the time-limit, referred to in point (41) of Article 5(a), before the start of the package for the possible termination of the contract if that number is not reached;
- f) general information on passport and visa requirements, including approximate periods for obtaining visas and information on health formalities, of the country of destination;
- g) information that the Traveler may terminate the contract at any time before the start of the package in return for payment of an appropriate termination fee, or, where applicable, the standardized termination fees requested by the Organizer;
- h) information on optional or compulsory insurance to cover the cost of termination of the contract by the Traveler or the cost of assistance, including repatriation, in the event of accident, illness or death.
- i) The data of the guarantee policy against insolvency or bankruptcy, and of the Third Party Liability insurance policy.

## **5) Information Form**

**5.1.** Before the Traveler is bound by any package travel contract or any corresponding offer, the Organizer or Seller will provide the Traveler with the following standard information as/if it applies to the undersigned tourism package:

## **6) Sales Proposal- Reservations**

1. Once the tourism package has been agreed upon, the Organizer may increase the price only if clearly communicated. The Traveler has the right to a price reduction if the costs listed below in point 2, letters a) b) and c) change between the signing of the contract and the beginning of the trip.
2. Price increases shall be possible exclusively as a direct consequence of changes in:  
The Traveler should receive all necessary information before purchasing a package. This can be electronically provided but must be provided in its entirety to the Traveler and the tourism package will be considered accepted



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by the Traveler only once the Organizer has sent a confirmation. The date of confirmation acts as the date from which the contract is accepted and entered into.

Details about the tourism package that are not in the provided documents, or the website itinerary or the program information, will be provided by the Organizer prior to the trip to fulfill art 36, comma 8 of the Tourism Code.

Any special requests (such as dietary requirements and special assistance requirements) must be communicated to the Seller or Organizer at the moment of the booking request and will be considered binding only if expressly confirmed by the Organizer and clearly reported in the contract.

In case of offsite contract provision, the Traveler has the right to recede from the tourism package contract within 5 days, with no penalty. In case of low price offers, the right to recede may be excluded per art. 41, comma 7 of the Tourism Code, as long as this is stated clearly in the documentation provided to the Traveler at the time of sale.

## **7) Payments**

When accepting the sales proposal and the tourism package, the Traveler shall refer to the Organizer's Payment and Cancellation Terms as listed on the website. Generally, the Traveler must pay a down payment to the Organizer, to be considered a confirmation deposit toward the final price. Final payment is requested per the Organizer's payment terms.

Payment is considered received when it reaches the Organizer's bank account.

Failure to pay the above-mentioned amounts by the due dates constitutes grounds for termination of Contract by right of the Organizer, per Art. 1456 of the Italian Civil Code. Communication for the termination will be written by fax or email to the Traveler.

## **8) Pricing (Art. 39 of Tourism Code)**

The price of the tourism package is specified in the contract, referring to the itinerary or custom tour program and subsequent updates thereof, all provided via website itinerary or by written email communication.

a) the price of the carriage of passengers resulting from the cost of fuel or other power sources;

b) the level of taxes or fees on the travel services included in the contract imposed by third parties not directly involved in the performance of the package, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports; or

c) the exchange rates relevant to the package.

**8.2.** Irrespective of its extent, a price increase shall be possible only if the Organizer notifies the Traveler clearly and comprehensibly of it with a justification for that increase and a calculation, on a durable medium at the latest 20 days before the start of the package, and provided that the increase does not exceed 8% of the tourism package price, or the following clause (9.2) will apply.

**8.3.** In case of price reduction, the Organizer has the right to withhold administrative expenses relative to the price reduction, with details to be provided upon the Traveler's request.

## **9) Terms for Changes or Cancellation Prior to Departure (Art. 40 of Tourism Code)**

**9.1** Per Article 39 of the Tourism Contract, the Organizer is entitled to alter the package conditions only if this does not affect the price, this right of alteration is clearly communicated in the original contract and only if the change is insignificant. Any changes must be communicated to the Traveler in a clear and comprehensible manner on a durable medium.

**9.2.** If, before the start of the package, the Organizer is:

- forced to significantly alter any of the main characteristics of the travel services as referred to Art. 34, comma 1.a of the Tourism Code, or - cannot fulfill the specific requests as written in Art. 36, comma 5a, or

- must increase the price of the package by more than 8 % in accordance with Article 39, comma 3 of the Tourism Code,

the Traveler may within a reasonable period specified by the Organizer:

a) accept the proposed change; or

b) terminate the contract without paying a cancellation fee

If the Traveler terminates the package travel contract, the Traveler may accept a substitute package where this is offered by the Organizer, if possible of an equivalent or a higher quality.

**9.3** The Organizer shall without undue delay inform the Traveler in a clear and comprehensible manner on a durable medium of:

a) the proposed changes and, where appropriate their impact on the price of the package;



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b) a reasonable period within which the Traveler has to inform the Organizer of his/her decision pursuant to paragraph 9.2;

c) the consequences of the Traveler's failure to respond within the period referred to point b), in accordance with applicable national law; and

d) where applicable, the offered substitute package and its price.

**9.4** Where the changes to the package travel contract or the substitute package proposed by the Organizer result in a package of lower quality or cost, the Traveler shall be entitled to an appropriate price reduction.

**9.5** If the package travel contract is terminated pursuant to point b) of the first subparagraph of paragraph 9.2 of this Article, and the Traveler does not accept a substitute package, the Organizer shall refund all payments made by or on behalf of the Traveler without undue delay per Article 43 (2), (3), (4), (5), (6), (7), (8) of the Tourism Code.

**9.6** The Organizer may terminate the package travel contract and provide the Traveler with a full refund of any payments made for the package, but shall not be liable for additional compensation, if:

a) the number of persons enrolled for the package is smaller than the minimum number stated in the contract and the Organizer notifies the Traveler of the termination of the contract within the period fixed in the contract, but not later than 20 days before the start of the package in the case of trips lasting more than six days; seven days before the start of the package in the case of trips lasting between two and six days; and 48 hours before the start of the package in the case of trips lasting less than two days;

b) The Organizer is prevented from performing the services listed in the contract due to unavoidable and extraordinary circumstances (force majeure, travel advisories warning against travel to listed destinations, etc) and notifies the Traveler of the termination of the contract without undue delay before the start of the package.

#### **10) Traveler's Right of Cancellation (Art. 41 of Tourism Code)**

**10.1** The Traveler may terminate the package travel contract at any time before the start of the package, paying the cancellation fee as stated clearly in the Organizer's Cancellation Terms as listed on the website.

a) If the Traveler interrupts the trip with no reasonable cause or justification about the Organizer's services, the Traveler is not entitled to any refund, nor to be assisted with any associated costs s/he may incur.

b) The Traveler will not be entitled to any refund if the services booked are refused by suppliers due to missing of valid personal identity documents/Visas, or other reasons referred to following art. 13.

c) The cancellation date will be the one when the Organizer receives the Traveler's written notification

**10.2.** The Traveler can optionally stipulate travel insurance policies to cover the costs of withdrawal, or assistance, including the repatriation in case of injury, illness and death.

**10.3** The Traveler shall have the right to terminate the travel contract before the start of the trip without paying any cancellation fee in the event of unavoidable and extraordinary circumstances occurring at the place of destination or its immediate vicinity and significantly affecting the execution of services listed within the travel contract, or which significantly affect the carriage of passengers to the destination. In the event of termination of the package travel contract under this paragraph, the Traveler shall be entitled to a full refund of any payments made for the package, but shall not be entitled to additional compensation.

**10.4** The Organizer commits to refunding any rightful refund as listed above without undue delay and no later than 14 days after cancellation.

#### **11) Transfer Of The Travel Package To Another Traveler**

**11.1.** The Traveler may, after giving the Organizer reasonable notice in writing before the start of the package, transfer the package travel contract to a person who satisfies all the conditions applicable to that contract (i.e. visa, passport, health certificates, insurances etc). Notice must be given at the latest **seven days before the start of the package**. Traveler is herewith informed that any substitution is subject to the possibility of the Organizer or its suppliers to provide the same services or any other services as a consequence of the substitution.

**11.2** The transferor and the transferee are jointly responsible for covering all costs, including any administrative and operational fees related to the processing of the substitution.

**11.3.** The Organizer must inform the transferor all the costs of the transfer, which cannot be unreasonable or exceed the expenses the Organizer has actually sustained as a consequence of the substitution.

**11.4** If the Traveler requires the variation of one contractual element or tourist service already confirmed, and provided that such variation is possible and does not imply the construction of a new contract, the Traveler shall pay to the Organizer all administrative and operational fees as well as any cost deriving from such change (i.e. in case of flight tickets s/he will incur the costs of the applicable rate at the time of the request).

**11.5** In accordance with art. 944 of Navigation Code substitutions are subject to the acceptance by the carrier.



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## **12) Travelers' Obligations**

**12.1** Prior to signing the contract, Italian citizens are informed in writing about health and safety requirements and documentation required for foreign travel.

**12.2** For travel for minors, please refer to the State Police website. Minors must have a document valid for foreign travel (so a passport), or for EU countries, a national id valid for travel abroad. Minors under 14 years of age must have the necessary authorization to travel abroad and valid personal documents in accordance to what is published on the State Police website: <http://www.poliziadistato.it/articolo/191/>.

**12.3** Non-Italian Travelers: Before booking any services and before the departure it is the Travelers' duty to check on health/social/political safety of the destination and to ensure s/he is aware of all recommended and required health precautions in good time before departure, with the authorities. For Italy, this might mean the Ministry of Foreign affairs via the website [www.viaggiasesicuri.it](http://www.viaggiasesicuri.it) or by calling +39 06.491115. Foreigners must find their relevant authorities on their own. Not completing this individual research will result in no responsibility for missed departures by one or more of the Travelers.

**12.4** Travelers must communicate their nationality at the time of booking. Furthermore, it is the Traveler's responsibility to ensure s/he is in possession of all necessary valid travel and health documents (such as Passport, visas, vaccination or health certificates, personal insurances, etc.). Travelers must also ascertain the health/social/political aspect of the destination before departure.

**12.5** Such information is not contained in catalogs, programs or web sites of the Organizers, which only feature general information, and are not subject to time-sensitive changes. This information is instead the Traveler's duty. The Traveler must observe the administrative and legislative provisions of the Destination, as well as any information provided by the Organizer and regulations regarding the tourism package. Also, the Traveler is held to strictly follow ordinary safety and diligence rules.

**12.6** The Organizer will not be responsible for any consequences or services not rendered, resulting from missing or invalid personal documents, and shall be indemnified by the Traveler for any damages or expenses deriving from the non observance of the clauses set in the present article. The Traveler is responsible for any damages caused by himself and must indemnify the Organizer, service' suppliers or any other third party involved in the damage.

**12.7** If the Organizer or Seller has reimbursed a Traveler, they may be a surrogate, within the amount of the reimbursement, in all actions and rights toward third parties; The Traveler must provide the Organizer with any document, information or useful element, which might serve to exercise the rights of the latter toward third parties, responsible for the damage (art 51 quinquies of the Tourism Code).

**12.8** If at the time of booking the destination results in a danger for safety reasons or is subject to any opposing advice as referred to be the authorities, but the Traveler books anyway, the Traveler who cancels at a later stage will not be entitled to any refund.

**12.9** If in the Organizer's reasonable opinion or in the opinion of any hotel manager, tour leader or other person in authority, the Traveler's behavior is causing or is likely to cause danger, upset or damage to property or is persistently affecting the enjoyment of others, the Organizer reserves the right to terminate the Traveler's holiday.

When attending sporting activities, the Organizer/operator/guide or any other person in charge for the Organizer may require the Traveler to demonstrate skill and reserves the right to refuse the Traveler's participation for any reason if the operator feels this may compromise the Traveler's or other guests' safety. This may also include not wearing proper equipment for the activity booked.

**12.10** In case of disabilities the Traveler shall ensure with the Organizer that the travel and services are suitable for his/her personal requirements before booking any services.

**12.11** Where a special request (eg. diet, room location or type, hotel type etc) is an important factor in the Traveler's choice of holiday, this must be communicated to the Organizer at the time of booking. The provision of any special request does not constitute a term of contract with the Organizer, unless expressly reconfirmed by the Organizer and included in the contract.

**12.12.** It is the Traveler's responsibility to look after his/her property at all times and ensure s/he is adequately covered by comprehensive insurance.

**12.13** The Traveler must promptly inform the Organizer or the Seller of any aspect of the contract or services within which are unfulfilled, which may affect the correct enjoyment of the services booked, as per following clause n. 13. This may also include promptly alerting the Organizer if Travelers deem bicycles to not be in perfect working condition.



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### **13) Responsibility Of The Organizer (Art. 42 of the Tourism Code)**

**13.1** The Organizer is responsible for executing all tourist services listed in the tourism contract, regardless of whether they are directly provided, or provided by third party suppliers, per art 1228 of the Civil Code.

**13.2** The Traveler shall inform the Organizer without undue delay, taking into account the circumstances of the case, of any lack of conformity which s/he perceives during the performance of a travel service included in the package travel contract (art. 1175, 1375 Civil Code).

**13.3** If any of the travel services are not performed in accordance with the package travel contract, the Organizer shall remedy the lack of conformity, unless doing so is impossible or it entails disproportionate costs, taking into account the extent of the lack of conformity and the value of the travel services affected. If the Organizer does not remedy the lack of conformity, Article 43 shall apply.

**13.4** Except for cases as stated above in art. 13.3, if the Organizer does not remedy the lack of conformity within a reasonable period set by the Traveler in relation to the characteristics and duration of the tourism package, the Traveler may do so her/himself and request reimbursement of the necessary expenses, provided they are reasonable and documented. It shall not be necessary for the Traveler to specify a time-limit if the Organizer refuses to remedy the lack of conformity or if immediate remedy is evidently necessary.

**13.5** Where:

- a significant proportion of the travel services (as set out at art. 1455 Italian Civil Code) cannot be provided as agreed in the package travel contract, and

- where the Organizer has not proposed any remedies within a reasonable time fixed by the Traveler, and

- based on the type and duration of the package, and

- provided what is set out at the above clause **13.2**:

the Traveler can withdraw from the contract, or ask for a price reduction as per article 43 of the Tourism Code. If the Package includes transportation the Organizer shall provide the return with equivalent means of transport at no extra cost for the Traveler.

**13.6** As long as it is impossible to ensure the Traveler's return as agreed in the package travel contract because of unavoidable and extraordinary circumstances, the Organizer shall bear the cost of necessary accommodation, if possible of equivalent category, for a period not exceeding three nights per Traveler. Where longer periods are provided for in European Union passenger rights legislation applicable to the relevant means of transport for the Traveler's return, those periods shall apply.

**13.7** The limitation of costs referred to the above art **13.6** shall not apply to persons with reduced mobility, as defined in point (a) of Article 2 of Regulation (EC) No 1107/2006, and any person accompanying them, pregnant women and unaccompanied minors, as well as persons in need of specific medical assistance, provided that the Organizer has been notified of their particular needs at least 48 hours before the start of the package.

**13.8** If, for any reason during the trip, except for if Traveler is found at fault, the Organizer is not able to fulfill an essential part of the services established in the contract, the Organizer will undertake all the necessary actions to provide an adequate alternative of equal or superior quality than the ones originally booked so as to grant the smooth continuation of travel at no extra cost for the Traveler. If the alternative is deemed to be of inferior quality than the original ones, the Organizer will grant the Traveler a corresponding refund.

**13.9** The Traveler can refuse to accept the alternative solution/s proposed by the Organizer only if they are not compatible with the contract or the price reduction results inadequate.

**13.10** If it is impossible to find alternative solutions or the Traveler rejects the alternative solutions proposed, as per comma **13.8** above, the Traveler will be granted a refund. If the Organizer fails to provide an alternative offer, clause 13.5 shall apply.

**13.11** If, for reasons not depending on the Organizer, it is not possible to grant the repatriation of the Traveler, clauses 13.6 and 13.7 shall apply.

### **14) Responsibility of the Organizer Who Sells (Art 50-51 of Tourism Code)**

**14.1** The Organizer-Seller is responsible for executing all tourist services listed in the tourism contract, regardless of whether they are directly provided, or provided by third party suppliers, as the fulfillment of these duties must be undertaken with due diligence based on the corresponding professional activity.

**14.2** The Organizer-Seller is responsible for errors due to technical deficiencies in the reservation system that are attributed to the Organizer-Seller and, having accepted to organize the reservation of the package, of errors made during the reservation process.



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**14.3** The Organizer-Seller is not responsible for reservation errors that can be attributed to the Traveler or that are due to inevitable or extraordinary circumstances.

**14.4** The right to compensation for damages to the person that are the Organizer-Seller's responsibility must be exercised within 2 years of the return of the Traveler from the trip in question.

**15) Limits to Compensation (art 43, comma 5)**

The tourism package contract can specify limits to compensation owed by the Organizer, except for personal damage or damage caused intentionally or with fault, as long as that limitation is no less than three times the total price of the package.

The right to compensation for personal damages must be exercised within 3 years of the return of the Traveler from the trip in question, or within the longer period specified for compensation for personal damages as indicated by the regulations for the package services.

**16) Local Organizing Contact Guarantee**

The Traveler has the right to contact a local representative or third party supplier of the Organizer-Seller for possible messages, requests or claims relative to the execution of the package.

**17) Obligation To Provide Assistance (Art 45 of Tourism Code)**

**17.1** The Organizer must give appropriate assistance without undue delay to the Traveler in difficulty, including for circumstances as listed in art. 13.7. In particular, assistance may mean providing appropriate information on health services, local authorities and consular assistance; and assisting the Traveler to make distance communications and helping the Traveler to find alternative travel arrangements.

**17.2** The Organizer shall be able to charge a reasonable fee for such assistance if the issue is intentionally caused by the Traveler or through the Traveler's negligence.

**18) Cancellation or Repatriation Insurance (Art 47, comma 10 of Tourism Code)**

Unless already included in the price, the Organizer recommends the Traveler stipulates adequate insurance policies to cover cancellation costs, as well as costs consequent to illness, injury, repatriation or lost baggage. It is understood that the insurance contract is between the Traveler and the insurance company. The Traveler shall carefully read the Insurance contract clauses before signing the contract. The Organizer is not responsible for the Insurance policy contract as per art. 1905 of the Civil Code.

**19) Alternative Dispute Resolution Procedures (Art. 36, comma 5, letter g of Tourism Code)**

The Organizer will inform the Traveler as regards to the standing complaints procedures and methods relevant to the Alternative Dispute Resolution (ADR) in accordance with the Legislative Decree 6/9/2005, n.206 and (EU) regulation n. 524/2013.

**20) Traveler Guarantees (Art 47, Tourism Code)**

**20.1** Italian Organizers or Sellers are covered by Civil Responsibility insurance policies against damages deriving from their contractual obligations. In conformity with the present article Cicloposse declares to be covered by Third Party Liability Tour Operator insurance stipulated with ALLIANZ , number 112749924.

**20.2** Tourism packages are protected from insolvency or bankruptcy of the Organizer or Seller by the following insurance policy: Vittoria Assicurazione policy number 631.36.922319 - Consorzio FOGAR - FIAVET that, for trips abroad and for trips within one country, including Italy, provide, upon express request of the Traveler, a refund for the trip price as well as immediate repatriation if transportation was included in the package as well as room and board while waiting for said repatriation. This guarantee is in place, based on business volume and covers reasonably foreseeable expenses, the payments already made by or for the Traveler/s regarding that package, keeping track of the duration of time between deposit and final balance due and of the conclusion of the package, in addition to estimated costs for repatriation in case of insolvency or bankruptcy of the Organizer or Seller.

**20.3** Travelers can benefit from this protection in case of Organizer or Seller insolvency or bankruptcy independent of their place of residence, their departure point or where the package was sold and independent of the member State in which the entity that is tasked with providing protection in case of insolvency or bankruptcy resides.

**20.4** In cases falling under comma 2 above, instead of being refunded or of immediate repatriation, the Traveler can be offered the continuation of the Tourism package in accordance to the procedures set out in art 40 and 42 of the Tourist Code.



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### **21. Operational Changes**

Times and flight information indicated in the original travel proposal could be subject to modifications. To this end, travelers should confirm with the Operator or Travel Agency before departure. The Organizer will keep passengers informed on the actual vessel per the times and methods as specified in article 11 of EU Reg. CE2111/2005.

### **22 Data Protection**

This contract is ruled by GDPR (General Data Protection Regulation) which became effective May 25th 2018. Full GDPR rules are provided to the Traveler separately and are also accessible at our website at the following link: <https://cicloposse.com/cookie-policy.php>

### **23) Jurisdiction**

This contract is ruled and governed by the Italian Law (and no other). Any dispute, claim or other matter of any description will be dealt by the Italian Court of Siena Province.

### **24 Required Communication ex art. 17 of law n. 38/2006**

Any crimes related to prostitution and child pornography are punishable by Italian Law with imprisonment