

The brand Experience MY Portofino belongs to the travel agency Gabilatour.

The following general conditions apply to Single Toursit Services like experiences, sightseeing tours, activities for sale on the website www.experiencemyportofino.com

GENERAL CONDITIONS

All bookings are subject to availability.

Cancellation Policy

For a full refund, cancel at least 24 hours in advance of the start date of the experience.

No refund will be possible for those cancellations with less than 1 day prior to the booked experience date.

The cancellation must be communicated to our:

Email address info@experiencemyportofino.com or by phone 0039 3311369889.

Most of our experiences require good weather. If we cancel due to force majeure (sea conditions, weather...), you'll be offered a different date or a full refund.

When, for any reason, Experience MY Portofino cancels the excursion, the customer has the right to claim reimbursement, only of the sum paid. Experience MY Portofino claims the right to cancel a trip for any reason up to 12 hours prior the departure.

Meeting Point

Meeting point will be indicated on the confirmation message received after payment.

Please plan to arrive at meeting point at least 10 minutes before the tour departure.

No refund will be given to those clients who do not show up at the meeting point at the set time or to clients who lose contacts with the guide or who do not complete the tour.

Minors

Children under the age of 18 must be accompanied by at least 1 adult to join a tour or an activity.

Safety measures during COVID-19

Keeping you safe is our priority! All of our tours comply with the Italian Government's directives for the containment regarding the spread of Covid-19.

The main measures adopted are the following:

- A safe distance of one meter between clients will be maintained whenever possible
- We have reduced the number of participants
- All our vehicles and boats will be deep-cleaned and disinfected before and after each service
- The use of masks is mandatory. Clients must bring their own masks
- Alcohol gel will be available
- Showing the voucher on mobile phones will be enough; it is not necessary to print them out

Purchase order and confirmation of services

To purchase Tours-Activities-Experiences, the Traveller must fill out and submit the order form in an electronic format, following the steps and the instructions found on the website. The Traveller must add the product to the "Carrello", enter the requested data and, after having read the Conditions of Sale and the Privacy Policy and confirmed their acceptance, must select the desired payment method and confirm the order. The amount displayed to the Traveller in this last phase will be the total amount due in relation to the Order that is about to be carried out.

While filling out the form and before submitting the purchase order, the Traveller will be able to detect and correct any mistakes. If, after submitting the purchase order, the Traveller realizes that the entered information is incorrect, he will promptly contact Experience MY Portofino-Gabilatour, which will correct it as per new indications provided by the Traveller. Once the purchase order has been received, Experience MY Portofino-Gabilatour will send an order confirmation e-mail.

Disclaimer of Liability

You hereby accept to join Experience My Portofino tour/activity/experience at your own risk. By accepting these contractual conditions, the Purchaser declares to relieve Experience My Portofino - Gabilatour, its staff and its guides, of any responsibility for any accident, theft, loss of personal items, illness or death, occurring during the tour/activity/experience or arising after participation. At the time of booking you are asked to provide information regarding your dietary restrictions and allergies. It is in your interest to provide this information.

GENERAL TERMS and CONDITIONS

Gabilatour mainly offers the possibility to purchase "Single Tourist Services" (by way of example and not limited to: excursions, boat tours, airport-hotel transfers) prepared by third-party suppliers, thus operating as a "Seller" (Intermediary). It is therefore recommended, before proceeding with the booking, to read and accept the Conditions prepared by the Provider of the Single Tourist Service.

Consequently, Gabilatour cannot be held jointly and severally liable for total or partial non-fulfillment by the Organizer and / or by the subjects of which the latter has used (see Sections "Organiser's liability for incorrect execution of the Package" and "Seller's liability").

These General Sales Contract Conditions govern the direct and online sale of the Services / Products ("Tourist Packages" or "Single Tourist Services") offered by GABILATOUR di DI MARCO ILARIA ANNA (hereinafter referred to as "Gabatour"), also through the websites www.gabatour.com and www.experiencemyportofino.com, and also form an integral part of the Conditions of Sale summarized at the bottom of the paper purchase proposal issued at the time of completion of the purchase in the commercial premises.

Gabatour acts both as an "Organizer", developing tailor-made trips upon specific request of the Traveler, and as a "Seller", selling tourist packages and individual services organized by third parties (see the "Definitions" section). In the event that Gabilatour operates as a "Seller", or as an intermediary by providing a Tourist Package prepared by third parties (Organizer or tour operator) or unbundled Tourist Services, the Conditions prepared respectively by the Travel Organizer or by the Supplier will apply. of the single Tourist Service. The Traveler, before proceeding with the booking, is therefore required to read and accept the Conditions that regulate the aspects of the contract with the Travel Organizer or the Supplier of the single Tourist Service. In general, contracts relating to the offer of the transport service only, the accommodation service only, or any other separate tourist service, cannot be configured as a negotiating case of travel organization or a tourist package, do not enjoy the protections provided. in favor of Travelers by the European Directive 2015/2302. The Seller who undertakes to procure an unbundled tourist service for third parties, even electronically, is required to issue the Traveler with the documents relating to this service, which show the sum paid for the service and cannot in any way be considered an Organizer. of travel. The clauses contained in these "General sales contract conditions" apply to these contracts, limited to the "Contents of the contract", "Payments" and "Traveler's Obligations" Sections, not in any case determining the configuration of the related services as a case of Tourist package. Consequently, Gabilatour will not be considered jointly and severally liable for total or partial non-fulfillment of the Organizer and / or of the subjects used by the latter for the realization of the Tourist Package, or, in the hypothesis of unbundled purchase not connected to a Tourist Package (by way of example: hotel booking), the Organiser's non-fulfillment (see Sections "Organiser's liability for incorrect execution of the Package" and "Seller's liability").

In general, in addition to the "General Conditions" below, the description of the Tourist Package also contained in the websites www.gabilatour.com and www.experiencemyportofino.com, the travel program, the description of the " excursion (online or paper) or in the separate excursion program, as well as the booking confirmation of the services requested by the Traveler, issued/sent electronically by Gabilatour following the purchase.

In making the reservation, the Traveler declares to have read and accepted, for himself and for the persons participating in the trip for which he requests the service:

- the travel contract as regulated therein and the warnings contained therein,
- these General Conditions,
- data sheet

Legislative sources

The sale of tourist packages, which have as their object services to be provided in both national and international territory, is governed by the Tourism Code, specifically by articles 32 to 51-novies as amended by Legislative Decree 21 May 2018 n. 62, transposing and implementing the EU Directive 2015/2302, and most recently amended by the Decree Law 17 March 2020 n. 18, converted, with amendments, by Law April 24, 2020 n. 27, as well as the provisions of the Civil Code regarding transport and mandate, as applicable.

Administrative regime

The Organizer and the Intermediary of the tourist package, to which the Traveler addresses, must be authorized to carry out their respective activities according to current legislation, including regional or municipal, given the specific competence. The Organizer and the Intermediary shall make known to third parties, before the conclusion of the contract, the details of the insurance policy to cover the risks deriving from professional civil liability, as well as the details of the other optional or mandatory guarantee policies, for the protection of travelers. for the coverage of events that may affect the execution or execution of the holiday, such as cancellation of the trip, or coverage of medical expenses, early return, loss or damage to luggage, as well as the details of the guarantee against the risks of insolvency or bankruptcy of the organizer and of the intermediary, each to the extent of their competence, for the purpose of returning the sums paid or returning the traveler to the place of departure where the tourist package includes the transport service. Pursuant to art. 18, paragraph VI, of the Tourism Code, the use in the reason or company name of the words "travel agency", "tourism agency", "tour operator", "travel broker" or other words and phrases, also in foreign language, of a similar nature, is allowed only to the qualified companies referred to in the first paragraph.

Definitions

For the purposes of the tourist package contract, we mean:

Professional, any public or private natural or legal person who, in the context of his commercial, industrial, craft or professional activity in organized tourism contracts acts, including through another person acting in his name or on his behalf, in the capacity of organizer, seller, a professional who facilitates connected tourist services or a supplier of tourist services, pursuant to the legislation referred to in the Tourism Code.

Organizer, a professional who combines packages and sells them or offers them for sale directly or through or together with another professional, or the professional who transmits the data relating to the traveler to another professional.

Seller, professional, other than the Organizer, who sells or offers for sale combined packages from an Organizer.

Traveller, anyone who intends to conclude a contract, or enters into a contract or is authorized to travel on the basis of a concluded contract, within the scope of the law on organized tourism contracts.

Stabilimento, as defined by art. 8, letter e), law of 26 march 2010, n. 59;

Hardware, any tool that allows the traveler or professional to keep the information that is personally addressed to him in order to be able to access it in the future for a period of time appropriate to the purposes for which it is intended and that allows the identical reproduction of the stored information;

Unavoidable and extraordinary circumstances, a situation beyond the control of the party invoking such a situation and the consequences of which would not have been avoided even by taking all reasonable measures;

Lack of conformity, a non-fulfillment of the travel services included in a package.

Selling point, any premises, mobile or real estate, used as a retail or retail website or similar online sales tool, even where retail websites or online sales tools are presented to travelers as a single tool, including telephone service;

Return, the return of the traveler to the place of departure or to another place agreed by the contracting parties.

Concept of tourist package

The notion of tourist package pursuant to art. 33 paragraph 1 letter c) of the Tourism Code is as follows: the combination of at least two different types of tourist services for the purpose of the same trip or vacation (such as pursuant to Article 33 paragraph 1 letter a): 1) the transport of passengers ; 2) accommodation which is not an integral part of passenger transport and is not intended for residential purposes or for long-term language courses; 3) the rental of cars, other motor vehicles or motorcycles and requiring a category A driving license; 4) any other tourist service that is not an integral part of one of the tourist services referred to in numbers 1), 2) or 3), and is not a financial or insurance service), if at least one of the following conditions occurs:

- these services are combined by a single professional, even at the request of the Traveler or in accordance with his / her selection, before a single contract is concluded for all services;
- these services, even if concluded with separate contracts with individual suppliers, are:
 - purchased at a single point of sale and selected before the Traveler consents to payment;
 - offered, sold or billed at a flat rate or global price;
 - advertised or sold under the name "package" or similar name;
 - combined after the conclusion of a contract with which the professional allows the Traveler to choose from a selection of different types of tourist services or purchased from distinct professionals through connected online booking processes where the traveler's name, payment details and the e-mail address are transmitted by the professional with whom the first contract is concluded to one or more professionals and the contract with the latter or these latter professionals is concluded at the latest 24 hours after the confirmation of the booking of the first tourist service.

Mandatory information - Technical Data Sheet

Travel agency Organizer and / or Seller: GABILATOUR di DI MARCO ILARIA ANNA VAT number 01375890991, Tax Code DMRLNN75C41F205V, registered office in Via Delpino Teramo 26 A - 16038 Santa Margherita Ligure (GE), registered with the Chamber of Commerce of GENOVA_REA GE 406299 Telephone: 0185286493, e-mail: info@gabilatour.com, PEC: gabilatour@pcert.postecert.it

Administrative authorization: Province of Genoa n. 3352 of 12/06/2003

Details of the Guarantee Fund for Travelers: Fondo Vacanze Felici, address: Via Larga 6, Milan / Tel 0292979050

Details of the civil liability insurance policy: Europ Assistance Policy n. 9178313

In consideration of the large advance with which the catalogs are published that contain information relating to the methods of use of the services, it should be noted that the times and routes of the flights indicated in the acceptance of the proposal for the sale of services may be subject to variations as they are subject to subsequent validation ; the final flight times will be communicated in the days prior to departure and return. It should be noted that charter flights are not, by definition, subject to systematic scheduling.

As required by art. 6 paragraph 2 of EC Regulation 2027/97, at the request of passengers, information will be provided on the provisions regarding the liability of the Community air carrier for death, injury and personal injury, on insurance coverage obligations, as well as information on the timing of advance payments. payment to the natural person entitled to indemnity.

Before the start of the trip, the Organizer and / or the Intermediary communicate the following information to the Traveler:

- a) timetables, intermediate stop locations and connections. In the event that the exact time has not yet been established, the Organizer and, if applicable, the Seller, inform the Traveler of the approximate time of departure and return;
- b) information on the identity of the operating air carrier, if not known at the time of booking, according to art.11 Reg. EC 2111 \ 05 (Art. 11, paragraph 2 Reg. EC 2111/05: "If the identity of the actual air carrier or actual air carriers is not yet known at the time of booking, the air transport contractor ensures that the passenger is informed of the name of the carrier or air carriers that will operate as actual air carriers for the flight (s) In this case, the air transport contractor will ensure that the passenger is informed of the identity of the actual carrier or carriers as soon as their identity has been ascertained and their possible ban on operations in the European Union ";
- c) location, main characteristics and, where applicable, the tourist category of the accommodation in accordance with the regulations of the country of destination;
- d) meals provided, including or not;
- e) visits, excursions or other services included in the agreed total price of the package;
- f) the tourist services provided to the traveler as a member of a group and, in this case, the approximate size of the group;
- g) the language in which the services are provided;
- h) if the trip or vacation is suitable for persons with reduced mobility and, at the request of the traveler, precise information on the suitability of the trip or vacation that takes into account the needs of the traveler. Particular requests on the methods of delivery and / or execution of certain services that are part of the tourist package, including the need for assistance at the airport for people with reduced mobility, the request for special meals on board or in the resort, must be made in booking request phase and be the subject of a specific agreement between the Traveler and the Organizer, if necessary also through the mandated travel agency.
- i) the total price of the package including taxes and all rights, taxes and other additional costs, including any administrative and handling costs, or, if these are not reasonably calculable before the conclusion of the contract, an indication the type of additional costs that the traveler may still have to bear; j) the methods of payment, including any amount or percentage of the price to be paid as an advance and the schedule for the payment of the balance, or the financial guarantees that the Traveler is required to pay or provide;
- k) the minimum number of people required for the package and the deadline referred to in Article 41, paragraph 5, letter a) of Legislative Decree 79/2011 (Tourism Code), before the start of the package for the possible termination of the contract in case of failure to reach the number;
- l) general information concerning passport and / or visa conditions, including approximate times for obtaining visas, and health formalities in the country of destination;
- m) information on the right for the Traveler to withdraw from the contract at any time before the start of the package upon payment of adequate withdrawal costs, or, if applicable, the standard withdrawal costs requested by the Organizer pursuant to Article 41, paragraph 1 of Legislative Decree no. 79/2011;
- n) information on the optional or compulsory subscription of an insurance that covers the costs of unilateral withdrawal from the contract by the Traveler or the costs of assistance, including repatriation, in the event of accident, illness or death;
- o) the details of the coverage referred to in article 47, paragraphs 1, 2 and 3 of Legislative Decree no. 79/2011.

Contents of the contract

The tourist package purchase and sale proposal must be drawn up on a specific paper contractual form, completed in its entirety and signed (also electronically or with electronic registration of the order) by the Traveler, who will receive a copy.

For purchases made directly on the website www.gabilatour.com and / or www.experiencemyportofino.com, the contract proposal will be automatically generated in electronic format following the selection of the desired product, by completing the online order form in its entirety, containing the user's personal information, payment details, the main characteristics of the service ordered, the price including VAT and the link for consulting the Terms of Service.

The Traveler will be entitled to receive a hard copy if the tourist package contract has been stipulated in the simultaneous physical presence of the parties.

The acceptance of the purchase and sale proposal of the tourist package is considered completed, with the consequent conclusion of the contract, only when the Traveler receives the relative booking confirmation or voucher, also electronically, from Gabilatour (together with these General Conditions contract) or by the Organizer / Supplier through Gabilatour.

For purchases made directly on the website www.gabilatour.com and / or www.experiencemyportofino.com, the contract is concluded, after verification of the payment authorization by Gabilatour, when the Traveler receives the voucher / electronic ticket at the address e-mail indicated when completing the online Order Form (these General Terms and Conditions, which can be consulted directly on the site, are understood to be read and accepted at the time of purchase).

All communications relating to the sale of the tourist package, including the Booking Confirmation, will be sent to the e-mail address communicated by the same at the time of the booking proposal (prepared directly in the commercial premises or automatically generated for purchases via web). These communications are understood to be known by the Traveler if they are correctly sent to the e-mail address mentioned above.

The Traveler is responsible for verifying the correctness of the data contained in the Reservation and in the subsequent Reservation Confirmation, with particular regard to the personal data of the Traveler himself and his travel companions.

Any additional information relating to the trip, not contained in the Booking Confirmation or in these General Conditions or in the information brochures or other means of written communication, will be provided to the Traveler in good time before the start of the trip, as required by art. 36, paragraph 8, of the Tourism Code.

At the time of booking, the Traveler is required to communicate in writing any particular requests, which, where possible, the Seller or the Organizer may take into consideration to make them the subject of specific agreements on the travel arrangements, as well as any particular conditions that may affect the use of the services related to the package.

With regard to contracts negotiated away from business premises, defined in Article 45, paragraph 1, letter h), of Legislative Decree 6 September 2005, n. 206, a copy or confirmation of the package travel sales contract is provided to the Traveler on paper or, if the Traveler agrees, on another durable medium.

The travel documents (by way of example: vouchers) will be delivered to the Traveler in good time before departure and the Traveler must keep them and carry them with him during the journey, in order to use the regularly booked services, together with any other documents (in example: airline tickets) delivered by the Seller. The Traveler is required to verify the correctness of the data contained in the aforementioned documents and on the travel contract and to immediately notify the seller of any errors. The Traveler must communicate the data of the participants to the Organizer exactly as reported on the personal identity documents.

Any excursions, services or services purchased and paid for by the Travelers at their destination are unrelated to this contract. Therefore, no responsibility for this can be ascribed to the Organizer or the Seller, not even in the event that, as a courtesy, resident staff, companions, guides or local correspondents can take care of their booking.

Following the online purchase of a certain service, it is mandatory to show up on the day, time and place set for the use of the service and indicated in the Order Form. No reimbursement is due in case of non-punctual presentation. In case of cancellation of the reservation, standard cancellation costs may be applied where applicable, it is therefore recommended to carefully read any cancellation conditions indicated in the product description, before proceeding with the reservation (especially in the event that Gabilatour operates as a Seller. on behalf of external Suppliers, it is recommended, before proceeding with the booking, to read the relevant Conditions of Service).

The contract constitutes the right to access the guarantee fund referred to in the section "Compulsory information - Technical data sheet".

Payments

Upon signing the Contract, the following must be paid: the registration fee or file management (see Section "Price and price review"), and the deposit to the extent indicated by the Organizer or the Seller.

The balance must be paid within the deadline set by the Organizer in its catalog or in the booking confirmation.

For bookings after the date indicated as the deadline for making the balance, the full amount must be paid at the time of signing the purchase proposal.

Failure to pay the above sums, on the established dates, as well as failure to remit the sums paid by the Traveler to the Seller to the Organizer, will result in the automatic termination of the contract by law, to be carried out with simple written communication, by fax or by e-mail, at the Seller, or at the domicile, also electronic, if communicated, of the Traveler, without prejudice to any guarantee actions pursuant to art. 47 Legislative Decree 79/2011 exercisable by the Traveler. The balance of the price is considered to have taken place when the sums reach the Organizer directly from the Traveler (or in any case from the person who purchases the Services on behalf of third parties) or through the Seller by the same Traveler chosen.

For the purchase of online services, directly from the sites www.gabilatour.com and www.experiencemyportofino.com (by way of example: excursions, tourist packages, payment of night lists), the payment for the chosen service will be made at the same time as the booking, through the payment method selected from those available (by way of example: credit card, bank transfer, prepaid card). All financial details (by way of example: credit card number, CVV, validity date) are sent via encrypted protocol to Banca Sella / Axerve without third parties having access to them. These details will be used by Gabilatour only to complete the purchase procedure, to make refunds in the event of cancellations (in accordance with the exercise of the right of withdrawal) or to report cases of fraud to the police authorities.

Price and its revision revisione del prezzo

The price of the tourist package is determined in the contract, with reference to what is indicated in the catalog or on the Organizer's website, or out-of-catalog / tailor-made program and any subsequent updates of the same catalogs or out-of-catalog programs, or on the website. of the Operator. It may be varied, increasing or decreasing, only as a result of changes in:

- price of passenger transport based on the cost of fuel or other energy sources;
- level of fees and taxes on tourist services included in the contract imposed by third parties not directly involved in the execution of the package, including landing, disembarkation or embarkation fees in ports and airports;
- exchange rates relevant to the package in question.
- A price increase is only possible upon communication on durable medium by the Organizer to the Traveler together with the justification for this increase and the calculation methods, at least 20 days before the start of the package.

If the price increase exceeds 8% of the total price of the package, see Section "Modification, withdrawal by the Organizer or cancellation of the tourist package before departure".

In the event of a decrease in the price, the Organizer has the right to deduct the administrative and management costs of the actual practices from the reimbursement due to the Traveler, of which he is required to provide proof at the request of the Traveler.

The price consists of:

- registration fee or file management fee;
- participation fee: expressed in the catalog or in the quotation of the package provided by the Seller to the Traveler;
- cost of any insurance policies against the risks of cancellation, withdrawal and / or medical expenses or other services requested;
- cost of any visas and entry and exit taxes from the holiday destination countries;
- airport and / or port charges and taxes.

Modification, withdrawal of the organizer or cancellation of the tourist package before departure

Before the start of the package, the Organizer, in accordance with art. 40 of the Tourism Code, may unilaterally modify the conditions of the contract other than the price, provided that these are minor changes, communicating them to the Traveler on a durable medium, including through the Seller.

If, before the start of the package, the Organizer is forced to significantly modify one or more main characteristics of the tourist services or cannot meet the specific requests previously accepted and expressly reported in the contract or proposes to increase the price of the package by more than 8%, the Traveler, within a reasonable period specified by the Organizer at the same time as communicating the change, can accept the proposed change or withdraw from the contract without paying withdrawal costs. In the event of withdrawal, the Organizer may offer the Traveler a replacement package of equivalent or higher quality.

The change communication indicates to the Traveler the proposed changes, their impact on the price of the package, the deadline within which the Traveler is required to inform the Organizer of his decision and the consequences of the traveler's failure to respond within the aforementioned period as well as the any replacement package offered and the relative price.

If the amendments to the package travel contract or the replacement package result in a package of lower quality or cost, the Traveler is entitled to an appropriate reduction in the price.

In case of withdrawal from the tourist package contract for the reasons set out above, if the Traveler does not accept a replacement package, the Organizer will reimburse without undue delay and in any case within 14 days of withdrawal from the contract all payments made by or on behalf of the Traveler and the provisions of art. 43, paragraphs 2, 3, 4, 5, 6, 7, 8 of the Tourism Code.

The Organizer, pursuant to Article 41 paragraph 5 of the Tourism Code, may withdraw from the tourist package contract and offer the Traveler full reimbursement of the payments made for the package, but is not required to pay additional compensation if:

- the number of people registered in the package is less than the minimum required by the contract and the Organizer communicates the withdrawal from the contract to the Traveler within the deadline set in the contract and in any case no later than 20 days before the start of the package in case trips lasting more than 6 days; 7 days before the start of the package in the case of trips lasting between 2 and 6 days, 48 hours before the start of the package in the case of trips lasting less than 2 days;
- the Organizer is unable to execute the contract due to unavoidable and extraordinary circumstances and communicates its withdrawal to the Traveler without undue delay before the start of the package.

Traveller cancellation

The Traveler can withdraw from the contract at any time before the start of the package upon payment of adequate withdrawal costs, or, if applicable, of the standard withdrawal costs (cancellation penalties) provided by the Organizer, which depend on the chosen destination and moment in which the traveler withdraws from the departure date. In the absence of specification of the standard withdrawal costs, the amount of the withdrawal costs corresponds to the price of the package minus the cost savings and revenues deriving from the reallocation of tourist services.

The Traveler can take out insurance policies to cover the aforementioned unilateral withdrawal costs by the Traveler or the costs of assistance, including return, in the event of accident, illness or death. Based on the chosen package, the Organizer informs the Traveler about the optional or mandatory subscription of these insurance policies.

The withdrawal costs are not due for the hypotheses provided for in the event of significant changes to the tourist service / price increase of more than 8% by the Organizer, as specified in the previous section. In the event of unavoidable and extraordinary circumstances occurring at the place of destination or in its immediate vicinity and which have a substantial impact on the execution of the package or on the transport of passengers to the destination, the Traveler has the right to withdraw from the contract, before the start of the package, without paying withdrawal costs, and to the full reimbursement of payments made for the package, but is not entitled to additional compensation.

In the case of contracts negotiated away from business premises (as defined by art.45 paragraph 1 letter h) of the Consumer Code), the Traveler has the right to withdraw from the tourist package sale contract within a

period of 5 days from the date of conclusion of the contract or from the date on which it receives the contractual conditions and preliminary information if later, without penalties and without giving any reason. In the case of offers with significantly reduced rates compared to current offers, the right of withdrawal is excluded. In the latter case, the organizer documents the change in price by adequately highlighting the exclusion of the right of withdrawal.

Changes after departure

If due to supervening circumstances not attributable to the Organizer it is impossible to provide, during the execution of the contract, a substantial part, in terms of value or quality, of the combination of the Tourist Services agreed in the Tourist Package contract, the Organizer offers, at no extra charge, price to be paid by the Traveler, adequate alternative solutions of quality, where possible equivalent or higher, than those specified in the contract, so that the execution of the Package can continue, including the possibility that the return of the Traveler to the place of departure is not provided as agreed. If the alternative solutions proposed involve a package of lower quality than that specified in the package travel contract, the Organizer grants the Traveler an adequate reduction in the price.

The Traveler may reject the alternative solutions proposed only if they are not comparable to what has been agreed in the Tourist Package contract or if the price reduction granted is inadequate.

If it is impossible to arrange alternative solutions or the Traveler rejects the alternative solutions proposed, the Traveler is entitled to a reduction in the price. In case of non-fulfillment of the offer obligation, see Section "Organizer's Responsibility for incorrect execution of the Package".

Where, due to supervening circumstances not attributable to the organizer, it is impossible to ensure the return of the traveler as agreed in the tourist package contract, see Section "Organizer's liability for incorrect execution of the Package".

Replacement and transfer of the contract to another Traveler

The Traveler may have another person substitute himself provided that:

- the Organizer is informed no later than 7 days before the start of the package;
- the person to whom he intends to transfer the contract satisfies all the conditions for the use of the service and in particular the requirements relating to the passport, visas, health certificates;
- the same services or other replacement services can be provided following the replacement;
- all administrative and file management costs are paid to the Organizer to proceed with the replacement, to the extent that will be quantified before the transfer, providing, at the request of the transferor, proof of the rights, taxes or other additional costs resulting from the transfer. The transfer costs could include, by way of example but not limited to: the purchase of new tickets at the rate available and in effect at the time of the transfer request (it should be noted that the costs of the ticket office are subject to continuous changes and price fluctuations and depend on the booking class, the availability of seats, the type of fare, the class of the flight, the date of issue and the date of the flight).

The transferor and the transferee of the package travel contract are jointly and severally liable for the payment of the balance of the price and any rights, taxes and other additional costs, including any administrative and handling costs resulting from this transfer.

In application of art. 944 of the Navigation Code, the replacement will be possible only with the consent of the carrier.

If the traveler requests the change of an element and / or tourist service of an already confirmed practice and provided that the request does not constitute a contractual novation and as long as it is possible to implement it, the organizer must pay the administrative and management costs and the costs resulting from the change itself (in the event that the air ticket office has to be reissued, the transfer will result in the application of the air fare available on that date).

Liability regime

The Organizer is liable for damages caused to the Traveler due to the total or partial non-fulfillment of the contractually due services, whether the same are performed by him personally or by third party service

providers, unless he proves that the event is derived from fact of the Traveler (including initiatives independently taken by the latter during the execution of the Tourist Services) or by the fact of a third party of an unforeseeable or unavoidable nature, by circumstances unrelated to the provision of the services provided for in the contract, by unforeseeable circumstances, by force greater, or from circumstances that the organizer himself could not reasonably foresee or resolve, according to professional diligence.

The Intermediary (Seller) with whom the booking of the Tourist Package was made is not liable for the obligations relating to the organization and execution of the trip, but is solely responsible for the obligations arising from his capacity as intermediary and for the execution of the mandate conferred on him by the Traveler, pursuant to art. 50 of the Tourism Code, including the warranty obligations pursuant to art. 47.

Responsibility of the Organizer for incorrect execution of the Package

Pursuant to art. 42 of the Tourism Code, the Organizer is responsible for the execution of all the tourist services provided for in the tourist package contract, regardless of whether such tourist services must be provided by the Organizer itself, by its auxiliaries or persons in charge when acting in the exercise of their functions, by third parties whose work it uses or by other tourism service providers, pursuant to art. 1228 of the civil code.

The Traveler, pursuant to articles 1175 and 1375 of the Italian Civil Code, informs the organizer, directly or through the Seller, promptly, taking into account the circumstances of the case, of any lack of conformity detected during the execution of a Tourist Service provided for by the Tourist package.

If one of the Tourist Services is not performed as agreed in the Tourist Package contract, the Organizer will remedy the lack of conformity, unless this is impossible or excessively burdensome, taking into account the extent of the lack of conformity and the value of the Tourist Services affected by the defect. If the Organizer does not remedy the defect, see Section "Price reduction and compensation for damages".

Without prejudice to the above exceptions, if the Organizer does not remedy the lack of conformity within a reasonable period set by the Traveler in relation to the duration and characteristics of the package, with the complaint made promptly, the Traveler can remedy the defect personally and request reimbursement of necessary expenses, provided they are reasonable and documented; if the Organizer refuses to remedy the lack of conformity or if it is necessary to remedy it immediately, the Traveler does not need to specify a deadline.

If a lack of conformity, pursuant to Article 1455 of the Italian Civil Code, constitutes a non-compliance of not insignificant importance of the Tourist Services included in a package and the Organizer has not remedied it within a reasonable period established by the Traveler in relation to the duration and characteristics of the package, with the aforementioned timely complaint, the Traveler may, without charge, terminate the Tourist Package contract by right and with immediate effect or, if necessary, request a price reduction, without prejudice to any compensation for damages (see Section "Price reduction and compensation for damages"). In the event of termination of the contract, if the package included the transport of passengers, the Organizer will provide, at no extra cost, a means of transport equivalent to the original one provided for the return to the place of departure or to any other place agreed upon, compatibly with availability of vehicles and places, and will reimburse it to the extent of the difference between the cost of the services provided and that of the services performed up to the time of early return.

Price reduction and damages

The Traveler is entitled to an adequate reduction in the price for the period during which there was a lack of conformity, unless the Organizer proves that this defect is attributable to the Traveler.

The Traveler has the right to receive adequate compensation from the Organizer for any damage he may have suffered as a result of a lack of conformity.

Compensation for damages is not recognized to the Traveler if the Organizer proves that the lack of conformity is attributable to the Traveler or to a third party unrelated to the provision of the tourist services included in the Tourist Package contract and is unpredictable or unavoidable or is due to extraordinary unavoidable circumstances..

The Organizer is subject to the limitations provided for by the international conventions in force that bind Italy or the EU, relating to the extent of the compensation or to the conditions to which it is due by a Supplier providing a Tourist Service included in a package.

The package travel contract may provide for the limitation of the compensation due by the Organizer, except for personal injury or damage caused intentionally or through negligence, provided that this limitation is not less than three times the total price of the package.

The compensation referred to in Articles 43 and 46 of the Tourism Code and related statute of limitations, are governed by the provisions therein and in any case within the limits established by the International Conventions governing the services that are the subject of the tourist package as well as by Articles. 1783 and 1784 of the civil code, with the exception of personal injury not subject to a pre-established limit.

The right to a price reduction or compensation for damages for changes to the tourist package or replacement package sales contract expires in two years from the date of the traveler's return to the place of departure.

The right to compensation for personal damage expires in three years from the date of return of the Traveler to the place of departure or in the longer period envisaged for compensation for personal damage by the provisions governing the services included in the package.

Responsability of the Seller

In addition to what is already indicated above in this document, the Seller must indicate its quality and is solely responsible for the execution of the mandate given to it by the Traveler with the travel brokerage contract, regardless of whether the service is provided by the Seller himself, by its auxiliaries or persons in charge when they act in the exercise of their functions, or by third parties whose work they use, having to fulfill the obligations assumed, be evaluated with regard to the diligence required for the exercise of the corresponding professional activity.

Obligation of assistance

The Organizer provides adequate assistance without delay to the Traveler who is in difficulty, in particular by providing appropriate information regarding health services, local authorities and consular assistance and assisting the Traveler in making remote communications and helping him to find Services. alternative tourism. The Traveler can send messages, requests or complaints relating to the execution of the package directly to the Seller through whom he purchased it, who, in turn, promptly forwards such messages, requests or complaints to the Organizer. For the purposes of compliance with the terms or periods of limitation (see Section "Price reduction and compensation for damages"), the date on which the seller receives messages, requests or complaints referred to in the previous paragraph, is also considered the date of receipt for the 'manager. The Organizer may demand the payment of a reasonable cost for such assistance if the problem is caused intentionally by the traveler or through his fault, within the limits of the costs actually incurred.

Obligations of the the Traveller

Without prejudice to the obligation to promptly notify the lack of conformity (see Section "Organizer's Responsibility for incorrect execution of the Package"), Travelers must comply with the following obligations: for the rules relating to the expatriation of minors, please refer expressly to what is indicated on the website of the State Police. However, it should be noted that minors must be in possession of a personal document valid for travel abroad or passport or, for EU countries, also an identity card valid for expatriation. As regards the exit from the country of minors under the age of 14 and for those for which the Authorization issued by the Judicial Authority is required, the requirements indicated on the website of the State Police must be followed <http://www.poliziadistato.it/article/191/>.

Foreign citizens must find the corresponding information through their diplomatic representations present in Italy and / or their respective official government information channels. In any case, the Travelers will, before departure, check the update with the competent authorities (for Italian citizens the local Police Headquarters or the Ministry of Foreign Affairs via the website www.viaggiasesicuri.it or the Telephone Operations Center at 06.491115) adjusting before the trip. In the absence of such verification, no responsibility for the non-departure of one or more travelers can be attributed to the Intermediary (Seller) or the Organizer.

Travelers must in any case inform the Intermediary and the Organizer of their citizenship at the time of the booking request for the Tourist Package or Tourist Service and, upon departure, they must definitively ensure that they have vaccination certificates and an individual passport (and any minors) and any other document valid for all countries touched by the itinerary, as well as residence and transit visas and health certificates that may be required.

Furthermore, in order to assess the socio-political and health safety situation and any other useful information relating to the countries of destination and, therefore, the objective usability of the services purchased or to be purchased, the Traveler will have the burden of acquiring the official information of a general nature at the Ministry of Foreign Affairs, and disclosed through the Farnesina institutional website (www.viaggiasesicuri.it). The above information is not contained in the catalogs of the Tour Operators - online or on paper - as they contain general descriptive information (pursuant to Article 34 of the Tourism Code) and not information subject to change by official authorities. Therefore, the same must be taken by the Travelers, viewing all the information on the institutional website indicated above (by way of example: "Countries", "Health on the road", "Warnings").

If on the booking date the chosen destination is, from the institutional information channels, a location subject to "discouragement" or "warning" for safety reasons, the Traveler who subsequently exercises the withdrawal cannot invoke, for the purpose of exemption from the reduction of the request for compensation for the withdrawal, the absence of the contractual cause connected to the security conditions of the country.

Travelers must also comply with the rules of normal prudence and diligence and with the specific rules in force in the destination countries of the trip, with all the information provided to them by the Organizer, as well as with the regulations, administrative or legislative provisions relating to the Tourist Package. Travelers will be held responsible for all damages that the Organizer and / or the Intermediary may suffer also due to failure to comply with the above obligations, including the expenses necessary for their repatriation.

The Traveler is required to provide the Organizer with all documents, information and elements in his possession useful for exercising the latter's right of subrogation against third parties responsible for the damage and is liable to the Organizer for the damage brought to the right of subrogation.

The Traveler will also communicate in writing to the Organizer, at the time of the proposal for the purchase and sale of the Tourist Package and therefore before sending the confirmation.

Hotel classification

The official classification of hotels is provided in the catalog or in other informative material (including via the web) only on the basis of the express and formal indications of the competent authorities of the country where the service is provided. In the absence of official classifications recognized by the competent Public Authorities of the EU member countries to which the service refers, or in the case of structures marketed as a "Tourist Village", the organizer reserves the right to provide in the catalog / brochure / any other information medium, on paper and / or reproduced on the websites www.gabilatour.com and www.experiencomyporofino.com, an own description of the accommodation, such as to allow an evaluation and consequent acceptance of the same by the Traveler.

Insurance against cancellation and repatriation costs

If not expressly included in the price, it is possible and advisable to take out special insurance policies at the time of booking at the offices of the Organizer or the Seller against the costs deriving from the cancellation of the package (withdrawal costs), accidents and / or illnesses. which also cover the costs of repatriation and for the loss and / or damage of baggage. The rights arising from the insurance contracts must be exercised by the Traveler directly against the stipulating Insurance Companies, under the conditions and in the manner provided for in the policies themselves, as set out in the policy conditions published in the catalogs or displayed in the brochures made available to the Travelers. upon departure, paying particular attention to the timing for opening the claim, the deductibles, limitations and exclusions.

The insurance contract in place between the traveler and the insurance company has the force of law between the parties and has its effects between the traveler and the insurance company pursuant to art. 1905 of the Italian Civil Code. Travelers, at the time of booking, must notify the Seller of any specific needs or problems for

which it is necessary and / or appropriate to issue policies other than those proposed or included in the package price.

Alternative tools to dispute resolution

Pursuant to and for the purposes of art. 67 Tourism Code, the Organizer may propose to the Traveler - in the catalog, on the documentation, on its website or in other forms - alternative resolution methods for disputes that have arisen (ADR - Alternative Dispute Resolution). In this case, the Organizer will indicate the type of alternative resolution proposed and the effects that such membership entails. Please note that the mediation procedure, aimed at conciliating tourism disputes (governed by Legislative Decree no.28 / 2010) constitutes a condition of admissibility of the judicial or arbitration request, if provided for by a clause of the Service supply contract, specifically approved in writing by the Traveler. The Traveler has the right to resort to voluntary or joint negotiation procedures or the conciliation procedure before arbitration or conciliatory commissions for the resolution of disputes between companies and consumers and users concerning the provision of tourist services, established pursuant to article 2, paragraph 4, letter a), of the law of 29 December 1993, n. 580. In the conciliation procedure, Travelers have the right to use consumer associations. This conciliation procedure is governed by articles 140 and 141 of Legislative Decree n. 206/2005.

Guarantees to the Traveller

The Organizer and the Seller established in Italy are covered by an insurance contract for civil liability in favor of the Traveler for compensation for damages deriving from the violation of the respective obligations assumed with the respective contracts.

The travel package organization contracts are backed by insurance policies or bank guarantees which, for travel abroad and travel taking place within a single country, including travel to Italy, in cases of insolvency or bankruptcy of the The Organizer or the Seller guarantee, without delay at the request of the Traveler, the reimbursement of the price paid for the purchase of the package and the immediate return of the Traveler in the event that the package includes the transport of the Traveler, as well as, if necessary, payment food and accommodation before returning. As an alternative to reimbursement of the price or immediate return, the continuation of the package can be offered to the traveler in the manner referred to in Articles. 40 and 42 of the Tourism Code.

The same guarantees are provided by professionals who facilitate connected tourist services for the reimbursement of all payments they receive from Travelers, to the extent that a tourist service that is part of a connected Tourist Service is not carried out due to the state of insolvency or bankruptcy. of professionals.

External links to third party websites

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Privacy disclaimer

Travelers are informed that their personal data, the provision of which is necessary to allow the conclusion and execution of the Travel Contract, will be processed manually and / or electronically in compliance with current legislation. Any refusal will make it impossible to complete and consequently execute the contract. The exercise of the rights provided for by the current legislation (by way of example: the right to request access to personal data, the correction or cancellation of the same or the limitation of the processing that concerns them or to oppose their treatment, in addition to the right to portability of data; the right to lodge a complaint with a supervisory authority) may be exercised against the Data Controller (GABILATOUR di DI MARCO ILARIA ANNA with registered office in Via Roma, 11 - 16038 Santa Margherita Ligure (GE), P VAT 01375890991, Tax Code DMRLNN75C41F205V, e-mail: info@gabilatour.com, tel .: 0185286493). For further information on the processing of data by the Organizer / Seller, please refer to the specific section of the website www.gabilatour.com containing the Privacy Policy. In any case, travelers are informed that personal data may be disclosed to:

- subjects whose access to data is recognized by law, regulation or community legislation;
- Foreign countries for which there is an Adequacy decision by the European Commission pursuant to art. 45 and / or adequate guarantees pursuant to art. 46 EU 2016/679, such as specifically: Andorra, Argentina, Australia - PNR, Canada, Faroe Islands, Guernsey, Isle of Man, Israel, Jersey, New Zealand, Switzerland, Uruguay.
- Insurance Companies and third parties, even in non-EU countries, for the completion of travel booking (hotels, airlines, Sales Operating Area, Back office, Charter Flight Contracts and Distribution Line, Assistance, Administration).
- External managers and authorized persons responsible for the management of the travel dossier regularly appointed and trained on the processing of personal data.

For trips to non-EU countries and outside those indicated above for which there is an Adequacy decision by the European Commission pursuant to art. 45 and / or art. 46 of EU Reg. 2016/679, it is noted that travelers will not be able to exercise their rights as provided for by the Regulation neither towards the Data Controller, nor directly towards third parties (such as, by way of example: hoteliers, local carriers, insurance companies local, public or private healthcare institutions, etc.) since this obligation to process and / or store data according to European Union standards is not provided for by the laws of the host country. Pursuant to art. 49 paragraph 1 letter. b, of the GDPR 679/2016, the transfer or a set of transfers of personal data to a third country or an international organization is allowed if the transfer is necessary for the execution of a contract concluded between the data subject and the Data Controller, or the execution of pre-contractual measures adopted at the request of the interested party.

Mandatory communication pursuant to art. 17 of the law n. 38/2006

"Italian law punishes crimes relating to prostitution and child pornography with imprisonment, even if committed abroad".