

1. LEGISLATIVE SOURCES

The sales transaction of tourist packages, with the object of providing services both nationally as well as abroad, is governed by the "Tourism Code" (Legislative Decree 23.5.2011 no. 79 - Annex I, Articles 32 – 51) and, if and when applicable, by Law 27/12/1977 No. 1084 (Ratification and implementation of the International Convention on Travel Contracts (CCV) signed in Brussels on 23.4.1970).

2. ADMINISTRATIVE ARRANGEMENTS

The organizer and the intermediary of the travel packages must be enabled to perform their tasks in accordance with the applicable administrative regulations, including regional regulations. According to the art. 18, VI paragraph of the Italian Tourism Code, the use in company name of the words "travel agency", "tourism agency", "tour operator" or other words and phrases, in a foreign language too, similar in nature, is allowed only to licensed companies referred to the 1st paragraph.

3. DEFINITIONS

For the purposes of this contract the following terms shall have the meaning ascribed below:

- a) travel organizer: the subject which is obliged in his own name and upon receipt of the payment of an inclusive price to provide travel packages to third parties, realizing the combination of the items in the following art. 4 or offering to the customer, also through a remote communication system, the possibility to accomplish autonomously and buy that combination;
- b) intermediary: the subject who even non-professionally and non-profit, sells or is obliged to provide travel packages realized according to the following art.4 and charging a flat fee;
- c) customer: the buyer, the assignee of a travel package or any other person to be nominated, who satisfy all the conditions required for the use of the service, for whom the principal contractor agrees to buy with no benefit a travel package.

4. DEFINITION OF TRAVEL PACKAGE

The definition of travel package is the following:

"travel packages include trips, holidays and "all inclusive" packages, tourist cruises, resulting from the combination, by anyone and in anyway realized, of at least two of the following elements, sold or offered as a flat rate price:

- a.) transportation,
- b.) accommodation,
- c.) additional tourism services not included in the transportation or accommodation costs, according to the art.36, that constitute a significant part of the "travel package" to guarantee the satisfaction of the customer's recreational needs (art.34 of the Italian Tourism Code).

The Guest has the right to receive the copy of the travel package sales contract (according to art.35 of the Italian Tourism Code). The contract is entitled to access to the National Compensation Fund referred to the following art.21.

5. INFORMATION FOR THE CUSTOMER – TECHNICAL SHEET

The organizer shall provide the customer with a technical sheet included in the catalogue – also on electronic form or by electronic transmission. The required elements are:

- details of the administrative authorization or, if applicable, the D.I.A. or S.C.I.A. of the organizer;
- details of the civil liability insurance policy
- validity period of the catalogue or the program not included in the catalogue;
- terms and conditions for the replacement of the Guest (art. 39 of the Italian Tourism Code);
- parameters and criteria for adjustment of the travel price (art. 40 of the Italian Tourism Code).

The organizer shall also include any additional conditions in the technical sheet, as well as the identity of the air carrier , in case of air transport, in accordance to the European Union regulations (art. 36 of the Italian Tourism Code).

6. RESERVATIONS

The reservation proposal must be written on specific contract forms, in the case that forms should be electronically submitted, it shall be compiled in each part and signed by the customer, who will receive a copy. The reservation agreement is valid only, with consequent conclusion of the contract, at the moment when the organizer sends relative confirmation, which can occur also by email, to the customer through the intermediary travel agency.

Before departure, the organizer will provide the indications that are relative to the travel package not contained in contract documents, in the brochures or other means of written communication, as provided by art. 37, comma 2 of the Italian Tourism Code.

According to the art. 32, comma 2 of the Italian Tourism Code, in case of contracts stipulated at distance or outside business premises (as defined by artt. 50 and 45 of D. Lgs. 206/2005), the organizer reserves the right to communicate in writing the non-existence of the withdrawal right provided by artt. 64 and ss. of D. Lgs. 206/2005.

7. PAYMENTS

The amount of the deposit, up to a maximum of 30% of the price of the package to be paid at time of booking or when the firm request is sent, and the date by which, the customer must pay the full balance before the departure are written in the brochure, in the catalogue or in other written material. Non-payments of the amounts above mentioned by the dates established, is considered a termination clause that can determine, by the intermediary agency and/ or the organiser, the legal termination of the contract.

8. PRICES

The price of the tourist package is determined in the contract on the basis of the information given on the website www.apuliabiketours.com, in the catalogue (printed or on-line), or in the programme not included in the catalogue, on any updates of these catalogues or programmes not included in the catalogue.

The price may be subject to change up to 20 days before the date of departure and only in consequence to the variation of: - cost of transport, including fuel costs; - rights and taxes on certain types of tourist services, namely landing tax, disembarkation or embarkation of passengers in ports or airports; - changes in currency taxes applied to the package in question. For such adjustments reference will be made to both the exchange rates and the above mentioned costs in force at the time of publication of the program, as referred to in the technical sheet on the website www.apuliabiketours.com and in the catalogue, as well as to the date of any updates thereof. Any fluctuations will vary the flat rate of the organized travel package in the percentage expressly indicated on the technical sheet of the website, in the catalogue or extra-catalogue program.

9. TOURIST PACKAGE MODIFICATION OR CANCELLATION BEFORE DEPARTURE

Before the departure the organiser or seller who needs to modify significantly one or more elements of the contract must immediately give written notice to the customer, by indicating the kind of modification and the consequent price variation. If the customer does not accept the modification proposed referred to in paragraph 1, he may exercise the right to regain either the sum already paid or to enjoy the offer of a package of substitution under the 2nd and 3rd paragraph of Article 10 . The customer can exercise the above mentioned rights even when cancellation is due to failure to reach the minimum number of participants indicated on the website www.apuliabiketours.com or in the Catalogue or in the Programme not included in the Catalogue, or due to force majeure or fortuitous events, relative to the purchased tourist package. For further cancellations caused by force majeure, fortuitous events or the failure to reach the minimum number of participants, as well as for those not due to the customer's failure to accept the alternative tourist package offered the organiser who cancels (Article 33, letter e, Consumer code) must reimburse the customer double the amount paid by the same and collected by the organiser, through the travel agent. The reimbursed amount may never be greater than double what the customer may owe as of the same date, under paragraph 4 of article 10, in the case where the client demands cancellation.

10. WITHDRAWAL BY THE CUSTOMER

The customer may cancel the contract without paying penalties in the following cases:

- increase in the price referred to in art. 8 to an extent exceeding 10%;
- significant modification of one or more elements of the contract objectively definable as essential for the fruition of the tourist package as a whole and proposed by the organiser after the conclusion of the contract before the departure and not accepted by the customer.

In the cases mentioned above, the customer has the right either:

- to make use of an alternative tourist package, without extra cost or with the return of the surplus price, if the second package has a value lower than the first;
- to a refund of the only part of the amount already paid. This refund will be made within seven working days from receipt of the request for reimbursement.

The customer must communicate his decision (to accept the modification or to withdraw from the contract) within and not later than two working days from the time of receiving the notification of increase or modification. In the absence of express notice within such period, the proposal made by the organiser will be considered accepted. The customer who will withdraw from the contract before the departure outside the assumptions listed in the first paragraph, will pay – regardless of the payment of the deposit mentioned in Article 7 paragraph 1 – the individual cost for the management of the practice, the penalty indicated in the specifications of the Catalogue or Program not included in the catalogue or customised travel, any amount of insurance coverage already required at the conclusion of the contract or for other services already given.

11. Modifications after departure

After departure should the organiser finds that he/she is unable to provide for any reason, excluding a personal problem of the customer, an essential part of the services provided for in the contract, he/she must provide alternative solutions, without additional costs to the contracting party and if the services provided are of an inferior value than those contracted, reimbursement equal to the difference must be made. If no other alternative solutions are possible, or if the solution proposed by the organiser is refused by the customer for proven and just cause, the organiser shall provide, at

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no additional charge, transportation equal to that originally envisioned for return to the location of departure or to a different location eventually agreed upon compatibly with the availability of the given means of transport and available seating/space, and shall reimburse the difference in cost of the contracted services and that of the services performed up to the moment of early re-entry of the customer.

12. SUBSTITUTIONS

The withdrawing customer may be substituted by another person provided that:

- a) The organiser is informed in writing at least 4 working days before the set date of departure, simultaneously being informed of the reasons for the substitution and the generalities of the substitute.
- b) The substitute satisfies all the conditions for use of the service (ex article 89 of the Consumer code) and in particular the prerequisites relative to passport, visa and health certificates;
- c) The same services or other alternative services can be provided after the substitution;
- d) The sub-entering person must reimburse the organiser for all additional expenses incurred to proceed with the substitution, in the amount quantified prior to the transfer.

The transferring party and the transferee are responsible jointly and severally for the payment of the balance of the price as well as the amounts indicated in letter of this article.

Further modalities and conditions for substitution are indicated in the data sheet.

13. OBLIGATIONS OF PARTICIPANTS

During the negotiations and before the contract is concluded, Italian citizens will be supplied with all general information in writing – updated to the date of printing of the catalogue – about the obligations concerning health and the necessary documents for travel abroad. Foreign citizens will find the relevant information through their diplomatic representations in Italy and/or official government information channels.

In any case, the consumers shall, before the departure, check the update at the competent authorities (for Italian citizens the local police headquarters or the Ministry of Foreign Affairs through the website www.viaggiare Sicuri.it or the Operation Centre at the number +39 06.491115) and shall comply with these indications before the departure. In absence of such verification, no responsibilities for the failed departure of one or more customers may be attributed to the seller or the organiser. Customers must inform the seller and the organiser of their citizenship and, at the time of departure, must definitely make sure to hold certificates of vaccination, the individual passport and any other document valid for all countries to be visited, as well as stay visas, transit visas and health certificates, if required.

Furthermore, in order to assess the health and safety of the countries of destination and, therefore, the objective usability of the services purchased or to be purchased, the customer will retrieve (by using the information sources indicated in paragraph 2) the general official information at the Ministry of Foreign Affairs, which explicitly state whether or not the destinations are subject to an official warning. Customers should also follow the rules of normal prudence and care and the specific rules in force in the countries of destination of the travel, all the information provided by the organiser, as well as regulations, administrative or legislative provisions relating to the package. Customers will be liable for any damage caused to the organiser and/or the seller also due to the non-compliance of the obligations set out above.

The customer is required to provide the organiser with all documents, information and facts in his possession relevant to the exercise of his right of subrogation against third party responsible for the damage and he is also responsible towards the organiser for the prejudice caused to the right of subrogation. The customer will also communicate in writing to the organiser, at the time of booking, any personal requests that may be subject of specific agreements on the travel arrangements, provided that it is possible to meet them. The customer is still obliged to inform the Seller or the Organiser about any needs or particular conditions (pregnancy, food allergies, disabilities, etc...) and to explicitly specify the request for relevant personalised services.

14. CLASSIFICATION OF ACCOMODATIONS

The official classification of the hotel structures is supplied on the website www.apuliabiketours.com, in the catalogue or in other informative material only based on the specific and formal indications by the competent authorities of the country where the service is implemented. In the absence of official classifications recognized by the competent Public Authorities of the Countries, including EU members, to which the service is referring, the Organizer takes the right to supply, in the online catalogue or in the brochure, a personal description of the receiving structure, such as to allow an evaluation and the consequent acceptance of the same from behalf of the customer.

15. LIABILITY REGIME

The organiser is responsible for damages caused to the customer due to partial or total non fulfilment of the contractual services due, whether provided personally by he organiser or by third party service providers, unless it can be proven that the event was caused by the customer (including initiatives taken independently by the client in the course of the tourist services) or by extraneous circumstances to the services provided in the contract, a fortuitous event, force majeure or circumstances could the organiser could not, in accordance with professional diligence, reasonably foresee or resolve. The seller with whom the booking of the tourist package was made is not responsible in any case for obligations arising from the organisation of the trip, but is exclusively responsible for the obligations arising from his role as intermediary and, in any case, within the limits provided by the aforementioned laws or conventions for said responsibility.

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16. COMPENSATION LIMITS

Compensation for damages by artt. 44, 45 e 47 of the Italian Tourism Code and relevant prescription terms, are regulated as provided herein and in any case within the limits expected from the C.C.V., the International conventions which governing the services object of the travel package as well as artt. 1783 and 1784 of the Civil Code.

17. OBLIGATIONS TO PROVIDE ASSISTANCE

The organiser must provide the customer with assistance in the measure required by the criteria of professional diligence, exclusively in reference to the obligations he/she is responsible for under law or by contract.

The organiser and the seller are exempt from their respective responsibilities (articles 15 and 16 of these General Conditions) when the failed or inexact execution of the contract is attributable to the customer or is dependent on an unforeseeable or inevitable outside event, or in the case of fortuitous events or force majeure.

18. COMPLAINTS AND CHARGES

Any fault in carrying out the terms of the contract must be notified without delay by the customer so that the organizer, their local representative or guide can resolve the issue promptly. Otherwise, the damages will be reduced or excluded pursuant to art. 1227 c.c.

In order to lodge a valid complaint, the customer must send a written complaint registered mail with return receipt to the organizer or intermediary, within and no later than ten working days from the return date to the place of departure.

19. INSURANCE AGAINST THE CANCELLATION AND REPATRIATION COSTS

If not expressly included in the price, it is possible, and advisable, to stipulate special insurance policies that cover the costs due to cancellation of the package, accidents and luggage, at the moment of booking at the organiser's or seller's offices. It is also possible to stipulate an assistance contract which covers the expenses of repatriation in case of accident or illness.

20. ALTERNATIVE INSTRUMENTS OF RESOLUTION OF DISPUTES

Referring to the article 67 Cod. Tur., Slow Active Tours can offer to the tourist – by catalogue, on its own site or by other ways – alternative modalities of resolution of disputes. In this way the Organizer will indicate the type of the offered alternative resolution and the effects of this proposal.

21. NATIONAL COMPENSATION FUND (art. 51 of the Italian Tourism Code)

The National Compensation Fund, established for safeguarding Guests in possession of travel contracts, provides, in the event of insolvency or of bankruptcy declared by the intermediary or the organizer, for the following requirements:

- a) refund of the price paid;
- b) repatriation in case of journeys abroad.

Furthermore, the Fund must promptly provide Guests with financial funds in the event of forced return from countries not included in the European Community, due to emergencies which may be ascribable, or not, to the behavior of the organizer.

The conditions of intervention of the Fund are set forth in Prime Ministerial Decree no.349 of 23/07/99, and instances of repayment to the Fund are not subject to any limitation period. The organizer and the intermediary contribute to supply the Fund to the extent established by paragraph 2 of art. 51 of the Tourist Code through the payment of the mandatory insurance premium, a portion of which is paid to the Fund in the manner provided by art. 6 of Ministerial Decree 349/99.

ADDENDUM – GENERAL SALES CONTRACT CONDITIONS OF SEPARATE TOURIST SERVICES

A) LEGAL PROVISIONS

The contracts having as object the offer of the service of transportation and accommodation only, that is of any other separate tourist service, and since it cannot be considered a negotiation of the travel organization, that is of the travel package, are regulated by the following regulations of the CCV (International Convention on Travel Contracts): art. 1, no. 3 and no. 6; art. from 17 to 23; art. from 24 to 31 (limited to parts of such regulations that do not refer to the contract of organization) as well as to other agreements specifically referring to the sale of the individual object of contract. The seller that agrees to provide to third parties, also by electronic means, a separately combined tourist service, shall provide the Guest with documents relating to this service that show the sum paid for the service and the same may in no way be considered travel organizer.

B) CONTRACT CONDITIONS

The following clauses of the above mentioned general conditions of organized travel package sales contract are also applicable to the Addendum: art. 6 paragraph 1; art. 7 paragraph 2; art. 13; art. 18. The application of these clauses does not determine the configuration of the relative contracts as part of organized travel package. The terminology of the above mentioned clauses relating to the organized travel package contract (organizer, trip, etc.) shall be understood with reference to the corresponding figures of the sales contract of the separate tourist services (seller, stay, etc.).

PRIVACY POLICY

The treatment of personal data, whose submittal is necessary to conclude and execute the contract, is carried out in accordance with D. Lgs. 196/2003 in both digital and printed format. Data will be transmitted only to the suppliers of the services included in the travel package. The client will be able to exercise the rights ex art. 7 D. Lgs. 196/03, by

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contacting Apulia Tour Service Sas by fax +39.0831.274546, by e-mail to booking@bikeandhikeitalia.com, by post to Via San Donato, 43 – 72019 San Vito dei Normanni or by phone +39.0831.1721226.

OPTIONAL EXCURSIONS

Optional excursions and services booked by the customer and provided by local operators or other third parties are entirely independent of Apulia Tour Service Sas and do not form any part of the product or services sold to you by Apulia Tour Service Sas or of these Terms & Conditions. Your contract for such Services will be with the organizer or operator of that Service, and will be subject to its Terms & Conditions, which may contain exclusions or limitations of liability. Apulia Tour Service Sas has no liability for any such optional excursion or for any act(s) or omission(s) of the organizer or operator or for any of its employees or agents or any other person(s) connected with the optional excursion.

COMPULSORY REPORTING

In accordance with the article 16 of the law 269 of 3/10/98. The Italian law punishes with imprisonment crimes concerning prostitution and child pornography, even if they have been committed abroad.

OBLIGATORY INFORMATIONS IN COMPLIANCE WITH LAW 2027/1997

The communitarian air carriers and those belonging to States adhering to the Montreal Convention of 1999 are subject to the following responsibilities:

There are no financial limits to the air carrier's responsibilities for deathly damages, passenger's wounds or personal lesions.

For damages greater than 100.000 DSP (equal to about 120.000 Euro) the air carrier can dispute a claim for indemnification only if capable to prove that the damage cannot be imputed to him.

It is possible to make a special statement of greater value of the baggage or sign a specific insurance with payment of the related supplement at the moment of acceptance.

The carriers belonging to Countries not adhering to the Montreal Convention might apply responsibility rules other than the one mentioned above.

A synthesis of the main provisions regulating the responsibilities of the carriers collaborating with Evolution Travel Italia is, in anyway, available at request at our offices.

The responsibility of the tour operator against the passenger remains, in any case, regulated by the Consumer's Code and by the General Terms of Agreement published in the present on-line catalogue.

INFORMATIONS IN COMPLIANCE WITH LAW 2111/2005

The name of the carrier which shall make you flight/s is specified in the paper confirming the booking; the eventual variations shall be communicated to You promptly, in compliance with Regulation 2111/2005.

TECHNICAL SHEET

This Programme is realized in conformity with the provisions contained in the Law nr. 8 of the Region of Apulia 16/06/1996 "Testo unico delle leggi regionali in materia di turismo".

Technical Organisation: BIKE & HIKE SRL - Registered office San Vito dei Normanni, via San Donato nr.43 - 72019 - Region concessions nr. 876 06.11.2003.

BIKE & HIKE SRL has established according to article 99 of the Consumer Code (D.Lgs. n. 206/2005), insurance n. 1/72076/319/157513672 for the professional indemnity with Unipol Assicurazioni up to the Maximum amount of €2.066.000,00

CANCELLATION PENALTIES

Article 10 of the General terms and conditions

- up to 30 days before departure - 10 % of the price
- 29 to 20 days before departure - 30 % of the price
- 19 to 10 days before departure - 50 % of the price
- 9 to 3 days before departure - 80 % of the price
- after this date - 100 % of the price
 - after departure - 100 % of the price.

The reference is to business days, excluded Saturday, public holidays, departure day and the Day in which the cancellation is communicated.

These conditions don't apply to all the Services for which a different discipline of the penalties is communicated during the preventive or confirmation phase. These services refer to particular plane tickets (special fares, instant purchase, low cost, etc...), services for particular events or Periods of time, frites, luxury Resorts, etc...

For the previously made up groups the cancellation penalties will be carried out during the preventive phase and/or at the Moment of the travel confirmation.

No refund is provided in case travellers decide to interrupt their holiday or the stay already started.

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ADDITIONAL CONDITION REPLACE MODE Art. 12 GENERAL CONDITIONS TERMS

In Addition to the requirements of article 12 of the General condition terms, it is noted that in relation to some kind of services may occur that a third party services supplier doesn't accept the changing name modification, even if it is realized within the time limit set in point a) of the same article. The organizer isn't therefore responsible for the potential non-acceptance by third party services suppliers. This non-acceptance will be promptly communicated by the organizer to interest parties before departure. In case of promotions or offers with special tariffs (e.g. Early booking discount), in case of the modification of name isn't implied the transfer of possible promotions and offers to the new Customer.

VARIATION AFTER CONFIRMATION

Variations and modifications of the contract required by the customer after the Konfirmation of the services, implicate an extra Charge of 15 Euro as expenditures of the reopening of the contract + 10 Euro for each modified service. the modification expenditures will be applied only if there is a variation on the development of the travel plan.