

GENERAL TERMS AND CONDITIONS OF THE TRAVEL CONTRACT
Private-Guided Hut to Hut Hiking Tours**A. SUBJECT MATTER OF THE CONTRACT**

This contract concerns the sale of a package travel arrangement pursuant to Legislative Decree No 79/2011 (the Italian Tourism Code), consisting of accommodation services, logistics, and technical guiding services in connection with guided hiking itineraries (Private Guided Tours), as described in the travel program and in the pre-contractual documentation provided by the Organizer.

B. STATUTORY SOURCES

The combination of travel services offered forms a package arrangement within the meaning of Directive (EU) 2015/2302 and the Italian Tourism Code (Legislative Decree No 79 of May 23, 2011, as amended by Legislative Decree No 62 of May 21, 2018, as subsequently amended). Accordingly, the Customer/Traveler will be entitled to all rights granted under European Union law with respect to package arrangements, the principal elements of which are also summarized in Annex 3 to the pre-contractual information notice (*Standard Information Form under Directive (EU) 2015/2302*).

Campo Base Srl - società unipersonale shall be fully responsible for the proper performance of the package travel arrangement as a whole.

C. DEFINITIONS AND DESCRIPTION OF THE PACKAGE TRAVEL ARRANGEMENT

1. For the purposes of this contract, the following terms shall have the meanings set forth below:
 - Traveler/Customer: any person who intends to enter into a contract, or who is authorized to travel under a package travel contract. The Customer making the booking represents that they are also acting in the name of and on behalf of the other travel participants and warrant that the Customer is authorized to bind them contractually. The Customer shall therefore be the Booking Lead and shall remain the only point of contact for the Organizer. All participants are therefore deemed to be Travelers for the purposes of this contract and shall be bound by its terms and conditions;
 - Trader: any natural person or public or private legal entity who, in connection with their trade, business, craft or profession is acting in relation to package travel contracts, including through another person acting in their name or on their behalf, as an organizer, retailer, trader facilitating linked travel arrangements, or as a provider of travel services, pursuant to applicable law;
 - Organizer: a trader who combines and sells or offers for sale package travel arrangements, whether directly or through, or together with, another trader.

- Retailer: a trader other than the Organizer who sells or offers for sale package travel arrangements combined by an Organizer.
 - Guide: a professional duly qualified to carry out accompanying, leading, or guiding activities in a mountain environment, holding the qualifications required under the applicable regulations, including, by way of example and without limitation, a Alpine Guide (certified UIAGM/IFMGA), a Mountain Leader, or any other professional figure legally authorized to perform the activities envisaged in the travel program.
 - Tours organized for groups pre-formed by the Client (so-called Private Guided Tours): a package travel arrangement including the services of a Guide, organized at the request of a group pre-formed by the Client. Participation is exclusively reserved for the members of the group indicated in the booking, and no additional travelers may join the tour.
2. Under applicable law (Section 33 of the Italian Tourism Code), “package travel arrangements” means a combination of at least two different types of travel services for the purpose of the same trip or vacation, provided that at least one of the following conditions is fulfilled:
- a) those services are combined by a single trader, including at the request of, or in accordance with the selection made by the traveler, before a single contract covering all services is concluded;
 - b) even if purchased under separate contracts with individual travel service providers, those services are:
 - i. purchased from a single point of sale and selected before the traveler agrees to make payment;
 - ii. offered, sold, or invoiced at an inclusive or total price;
 - iii. advertised or sold under the term “package” or a similar term;
 - iv. combined after the conclusion of a contract under which the trader entitles the traveler to choose from among a selection of different types of travel services;
 - v. or purchased from separate traders through linked online booking processes where the traveler’s name, payment details, and email address are transmitted by the trader with whom the first contract is concluded to one or more other traders, and the contract with such other trader or traders is concluded no later than 24 hours after confirmation of the booking of the first travel service.

D. PARTIES TO THE CONTRACT

1. Organizer/Retailer: Campo Base Srl – società unipersonale, (VAT No. 02172580223).
The Organizer/Retailer – Campo Base Srl – società unipersonale is hereinafter referred to, for brevity, as Mont Trekking. Mont Trekking is a registered trademark of Campo Base Srl- società unipersonale;
2. Customer/Traveler: The Customer, whether a natural person or a legal entity, making the booking represents that they are acting on their own behalf and/or also in the name of

and on behalf of the other travel participants, and warrant that the Customer is authorized to bind them contractually. All participants shall therefore be deemed Travelers for the purposes of this contract and shall be bound by its terms and conditions.

E. ORGANIZER'S TECHNICAL INFORMATION SHEET

Mont TREKKING is a registered trademark of Campo Base S.r.l. – società unipersonale.

The Organizer, legal entity:	Campo Base Srl – società unipersonale
Technical structure under Italian law:	Campo Base Srl – società unipersonale
Registered office:	Zona Commerciale 9, 38027 Malé (TN) Italy
VAT No:	VAT No. 02172580223
Registered with the Chamber of Commerce:	CCIAA Trento No REA TN-205174
Tour operator license:	License No 82 issued on October 29, 2010 by the Autonomous Province of Trento (TN), Italy
Professional Liability insurance coverage	Insurance policy No 1/49933/319/195852682 1/49933/319/195852664 Insurance Company: Unipol Assicurazioni Spa (tax number 00284160371) – registered office: Via Stalingrado No 45, 40128 Bologna (BO) PEC unipol@pec.unipol.it Policyholder: Campo Base Srl – società unipersonale.
Insolvency or Bankruptcy Protection (pursuant to Section 47 of the Italian Tourism Code)	Insurance policy No: OX00071424 Insurance Company: REVO Insurance S.p.A. (tax number 05850710962)- registered office: Viale dell'Agricoltura 7, 37135 Verona – PEC revo@pec.revoinurance.com Policyholder: Campo Base Srl – Società Unipersonale.

F. CONTENT OF THE PACKAGE TRAVEL CONTRACT

1. In addition to the General Terms and Conditions set forth below, the description of the package travel arrangement published on the Organizer's website, the pre-contractual information notice and its annexes, as well as the booking confirmation for the services requested by the Customer/Traveler, shall form an integral part of the travel contract.
2. By accepting the offer to purchase the package travel arrangement, the Customer/Traveler acknowledges that they have read and agree, on their own behalf and on behalf of the persons for whom the Customer/Traveler is requesting the service, to both these General Terms and Conditions and the description of the package travel arrangement contained on the Organizer's website, as well as the pre-contractual information notice and its annexes.
3. The Customer/Traveler shall be entitled to a hard copy of the booking confirmation and/or account statement if the package travel contract was entered into in the simultaneous physical presence of the parties.
4. All package travel arrangements sold by means of distance communications shall be confirmed to the Customer/Traveler on a **durable medium**, primarily in electronic form (email, PDF, etc.). The booking confirmation shall contain all mandatory information concerning the package travel arrangement (services, prices, dates, payment terms, cancellation and withdrawal conditions) and shall constitute evidence that the contract has been duly concluded.

G. PRE-CONTRACTUAL INFORMATION FOR THE TRAVELER

1. Before the conclusion of the package travel contract and by way of information published on the website <https://monttrekking.com>, on pages relating to the selected destination and through the pre-contractual information notice and its annexes Mont Trekking provided the Customer/Traveler with the following information:
 - identity and contact details of the retailer/organizer.
 - insurance details of the retailer/organizer
 - description of the package travel arrangement (program/technical and physical requirements/accommodations and meals)
 - booking procedure
 - price, payment methods, and payment deadlines
 - contractual terms and conditions (cancellation terms, withdrawal with or without penalties, non-performance)
 - safety and liability matters
 - insurance and travel documents
 - contact information and useful telephone numbers
 - technical annexes

2. technical annexes contain the day-by-day itinerary, the difficulty level of the itineraries, details on accommodation and meals, safety instructions, recommended clothing, as well as the Standard Information Form referred to in Directive (EU) 2015/2302.

H. BOOKING PROCEDURE

The booking procedure is described in the pre-contractual information notice, which forms an integral part of this contract. A summary is provided below.

1. **Request for information** by the Customer/Traveler through completion of the form available on the website (Section F.1 of the pre-contractual information notice);
2. **Information-Gathering stage** consisting of Mont Trekking's email response containing information useful to the Customer/Traveler in order to allow them to make an informed decision, together with the link to access the form (Section F.2 of the pre-contractual information notice);
3. Submission by the Customer to Mont Trekking of the **reservation request** through the appropriate duly completed link. Before the conclusion of the contract, the Traveler is required to inform the Organizer and/or the Retailer in writing of any specific needs or special conditions (food intolerances, etc.), so as to enable verification of whether the requested arrangements can be provided, while also signing the form for consent to the processing of special-category personal data supplied by the Organizer (Section F.3 of the pre-contractual information notice);
4. Mont Trekking's mail response confirming receipt and **that it is working on the reservation request**. Mont Trekking shall **verify the availability of the requested services** (Section F.4 of the pre-contractual information notice);
5. Following such verification, Mont Trekking shall send the Customer confirmation as to whether the requested itinerary is available, together with the **final quote**. This email shall constitute Mont Trekking's **purchase proposal** for the package travel arrangement; at that stage, the proposed services shall be placed on hold, but the booking is not confirmed. In order to proceed with the booking, payment of the deposit within the indicated deadline shall be required (Section F.5 of the pre-contractual information notice);
6. **Deposit payment**. In order to enable confirmation of the booking, the Customer/Traveler shall pay a deposit equal to 30% of the total trip price within 7 days (or within such different period as may be indicated by Mont Trekking) of receiving notice of services pending and the quote. For bookings made within 60 days of the arrival date (so-called last-minute bookings), confirmation is subject to payment in full by the date indicated in the services pending notice mail. In case of non-payment within the specified deadline, all services placed on hold shall be automatically canceled. Payment shall be deemed made when the funds have been received by the Organizer (Section F.6 of the pre-contractual information notice);

7. Upon confirmation that the amount referred to in the preceding paragraph has been credited, Mont Trekking shall send the Customer/Traveler the **booking confirmation**, containing the essential elements of the contract pursuant to the Italian Tourism Code, on a durable medium (email). **Confirmation represents the time at which the travel contract is formed.** Should the deposit (or of the full amount, in case of last-minute bookings) remain unpaid within the prescribed time limits it will be impossible to issue the confirmation and the contract cannot therefore be formed. Consequently, the request will be automatically cancelled (Section F.7 of the pre-contractual information notice);
8. **Request for payment of the balance:** the Customer/Traveler shall be contacted by Mont Trekking, by e-mail, no later than 45 days prior to the trip departure date in order to request payment of the balance and to specify the payment date. In any event, the balance shall not be requested earlier than 45 days prior to the trip departure date. Should the balance remain unpaid by the specified deadline, Mont Trekking may **cancel the booking and apply the penalties set forth in Section N.5.** In the case of last-minute bookings, since payment will already have been made in full at the time the booking is confirmed, the Customer will receive only the email containing the travel documents referred to in the following paragraph (Section F.8 of the pre-contractual information notice);
9. Payment of the balance by the Customer/Traveler within the time limits indicated by the Organizer. Should the balance remain unpaid, Mont Trekking may **cancel the booking and apply the penalties set forth in Section N.5** (Section F.9 of the pre-contractual information notice);
10. Upon receipt of the amount referred to in the previous paragraph, Mont Trekking shall send the Customer/Traveler **confirmation thereof, together with the travel documents**, on a durable medium (email) (Section F.10 of the pre-contractual information notice).

I. FORMATION OF CONTRACT

As noted in the preceding section, the travel contract shall be deemed formed when - following receipt, within the prescribed time limits, of payment of the deposit equal to 30% of the total price, or of the full amount in the case of last-minute bookings— the Organizer/Retailer sends the Customer/Traveler confirmation of the completed booking, on a durable medium (email), which shall constitute formation of the travel contract .

The booking confirmation shall contain the essential elements of the contract, in accordance with the Italian Tourism Code (Legislative Decree No. 79 of May 23, 2011, as amended by Legislative Decree No. 62 of May 21, 2018, as subsequently amended).

Should the Customer/Traveler fail to pay the deposit (or the balance, in the case of last-minute bookings) within the indicated time limits, the contract shall not be deemed concluded and no obligation shall arise on the part of either party.

J. PRICE OF THE PACKAGE TRAVEL ARRANGEMENT

1. The base price of the selected package travel is available both *online* at the following hyperlink: <https://monttrekking.com>, in the “Experiences” section, and in the PDF file “*Self and Private Guided Catalogue*”, which constitutes Technical Annex 1 and forms an integral part of this document.
2. The final price of the package travel arrangement shall be specifically determined in the email communicating availability and transmitting the quote referred to in Section H.5.
3. The price of the package varies depending on the number of participants. Any changes to the number of participants requested by the Customer/Traveler after the booking has been confirmed shall result in a price adjustment, which may affect the other participants. In this respect, reference is made to the provisions set out in Sections N.7 and N.8.
4. The final price includes all services specifically listed in the travel program description, together with any optional services and extras specifically indicated in the above-mentioned email.
5. Any services not expressly indicated in the confirmation notice and in the contractual documentation shall be deemed excluded from the price of the package travel arrangement.

K. PAYMENT TERMS AND TIMINGPayment methods

The following payment methods are available:

- Bank transfer
- Credit card – Mastercard or Visa

Payment schedule

1. As specified above, the booking is only confirmed upon payment by the Customer/Traveler of **a deposit equal to 30% of the total price**.
2. Such payment must be made within 7 days of confirmation by Mont Trekking of all services provisionally booked, or within any different deadline that may be indicated by the Organizer (see points from H.5 to H.7, inclusive of the pre-contractual information notice).
3. As provided in point H.8, the **balance** must be paid no later than 45 days before the trip departure date, or within any shorter deadline that may be indicated by Mont Trekking.
4. If the **balance is not paid** within the established deadline (45 days or any shorter deadline indicated by the Organizer/Retailer), Mont Trekking shall, upon express notice to the Customer/Traveler, be entitled to terminate the contract due to breach and to apply the penalty provided for in point. N.5.
5. For booking requests made less than 60 days before the hiking departure date (so-called “**last-minute bookings**”), confirmation is subject to full payment within the deadline

indicated by Mont Trekking when confirming the availability of the services. If payment is not made by the aforesaid deadline, the services shall not be confirmed.

L. REFUND POLICY

No refund shall be due to the Customer/Traveler who is unable to use all or part of the services included in the package travel due to no-shows or invalid or expired travel documents. No refunds shall be provided for services booked but not used during the hike/program. In the event that the Client/Traveler is excluded from the tour for safety reasons or due to conduct that does not comply with the Guide's instructions, no refund shall be due for any amounts already paid in respect of services not yet used or received.

M. SAFETY CONSIDERATIONS AND CUSTOMER/TRAVELER LIABILITIES

M.1. SELF-GUIDED ITINERARIES | ASSISTANCE, INFORMATION, AND LIABILITY OF CUSTOMER/TRAVELER

1. The Customer/Traveler acknowledges that the package travel purchased provides a guided hiking experience (*private-guided*), which—depending on the type and technical characteristics of the itinerary—shall be conducted in the presence of a Mountain Guide, a Mountain Leader or other qualified personnel appointed by the Organizer (hereinafter, for convenience, the “Guide”), in accordance with the scheduled program and applicable safety conditions.
2. The Customer/Traveler is responsible for assessing their own physical fitness, for their conduct during the hiking activity, and is required to comply with the instructions given by the Guide.
3. Before departure, the Organizer/Retailer provides informational materials, maps, and guidance regarding the itinerary. Although this information is provided with due care and is up to date at the time it is communicated, does not guarantee the absence of unforeseen changes in the area (including, by way of example only, landslides, trail closures, changes in weather conditions, etc.).
4. The Guide is entitled, at his/her sole technical discretion, to modify the program, itinerary, or scheduled activities for reasons of safety, weather conditions, trail conditions, or technical considerations.
5. The Customer/Traveler undertakes to behave in a manner appropriate to the conditions of the group and the mountain environment. The Customer/Traveler further undertakes not to leave the group without the prior authorization of the Guide. The Customer/Traveler acknowledges that, as the trip is conducted in a group, cooperation and mutual respect among participants are required.

6. The Organizer and/or the Guide reserve the right to exclude the Customer/Traveler from participation at any time if his/her behavior, psycho-physical condition, or equipment is deemed inadequate or such as to jeopardize his/her own safety, that of other participants, or the proper conduct of the activity.
7. The Organizer/Retailer shall not be liable for events or consequences arising from circumstances not directly referable to its own fault or breach, including environmental circumstances, natural conditions of the area, or conduct of the the Customer/Traveler that does not comply with the instructions provided by the Guide during the activity.
8. Activities in a mountain environment involve inherent risks that cannot be fully eliminated, even in the presence of a Guide. The Customer/Traveler is therefore required to observe the fundamental rules of conduct and safety and to follow the instructions provided by the Organizer and the Guide.
9. Even for a private-guided tour, the Customer/Traveler is required to review and familiarize himself/herself with the main applicable safety regulations; please refer to the PDF file "Useful Information", in the section "Safety Considerations" (the abovementioned Technical Annex 2).
10. Should the Customer/Traveler be excluded from participation in the trip for the reasons referred to in Section D.1.6 and, without reasonable justification, refuse the alternative services or arrangements offered by the Organizer, any consequences arising from such refusal shall be borne solely by the Customer/Traveler.
The Organizer's liability for the performance of its assistance obligations shall remain unaffected, within the limits provided by applicable law.

M.2. REQUIRED/RECOMMENDED EQUIPMENT

1. The Customer/Traveler is required to bring suitable equipment and clothing appropriate for hiking in an alpine environment. Given the nature of the package, which includes multi-day high-altitude hikes, and because excess baggage cannot be stored or sent down to the valley, luggage must be limited to essential items only.
2. The minimum required gear is identified in lists prepared by the Organizer, which are tailored for treks taking place from June through mid-October, at indicative elevations ranging from 2,000 to 3,000 meters above sea level, without glacier crossings and with overnight stays in staffed alpine huts.
3. For a list of the required and recommended equipment, please refer to Technical Annex No 2, which forms an integral part of the pre-contractual information notice and, accordingly, of this contract.

N. ADDITIONAL TERMS

N.1. ASSIGNMENT OF THE PACKAGE TRAVEL CONTRACT TO ANOTHER CUSTOMER/TRAVELER

1. The Customer/Traveler may assign the package travel contract to a person who satisfies all conditions for use of the services, provided that notice is given to the Organizer/Retailer on a durable medium no later than seven days prior to the start of the package.
2. The assignor and the assignee of the package contract shall be jointly and severally liable for payment of the outstanding balance of the price and of any fees, taxes, and other additional costs arising from such assignment, including any administrative and file-handling charges.
3. The Organizer/Retailer shall inform the assignor of the actual costs of the assignment, which shall not exceed the expenses actually incurred by the Organizer as a result of the assignment of the package contract, and shall provide the assignor with supporting evidence of the fees, taxes, or other extra charges arising from the assignment of the contract. Where the package includes air transportation services for which tickets have been issued at a discounted and/or non-refundable fare, the assignment may require the issuance of new airline tickets at the fare available on the date of such assignment.

N.2. PRICE REVISION

1. The price of the package travel arrangement is fixed and final. It may, however, be increased or reduced, by an amount not exceeding 8% of the total price, solely as a result of changes in the cost of fuel or other energy sources, taxes or fees imposed on travel services, or exchange rates.
2. Any increase shall be communicated at least 20 days prior to departure. In the event of an increase exceeding 8%, the Customer/Traveler may withdraw without penalty and obtain a full refund of all payments made. In the event of a decrease in costs, the Customer/Traveler shall be entitled to a corresponding price reduction, net of the administrative expenses incurred by the Organizer.
3. In any event, the provisions set out in Sections N.7 and N.8 concerning changes in the number of participants in the tour shall remain applicable. Such changes shall constitute an independent basis for recalculating the package travel price and shall not be regarded as a price revision within the meaning of this Article.

N.3. ALTERATION OF OTHER TERMS OF THE PACKAGE TRAVEL CONTRACT BY THE ORGANIZER

1. After the Contract has been concluded, the Organizer may not alter the terms of the package arrangement, except in the case of changes of minor importance that are promptly communicated to the Customer/Traveler.
2. Should it be necessary to make a significant alteration to one of the principal elements of the package, the Organizer shall promptly notify that alteration to the Customer/Traveler on a durable medium (for example, by email). The Customer/Traveler may either accept the proposed alteration or withdraw from the Contract without penalty, with the right to a full refund of all payments made. In the event of withdrawal, the Traveler may also accept a substitute package, if offered.
3. The Customer/Traveler shall communicate their decision within the time period indicated in the Organizer notice. If no notice is given within that time period, the alteration shall be deemed accepted.

N.4. CANCELLATION AND FEES

4.1 Customer/Traveler Cancellation Right

Before departure, the Customer/Traveler may withdraw from the contract at any time by giving written notice to Mont Trekking.

Please note that an online package travel contract is a distance contract under the Italian Consumer Code. Pursuant to Section 47(1)(g) of the Italian Consumer Code, the 14-day cancellation right applicable to off-premises contracts does not apply. For that reason, cancellation by the Customer/Traveler is governed exclusively by Section 41 of the Italian Tourism Code and by these terms and conditions.

4.2. Withdrawal by the Customer/Traveler and standard Cancellation fees

In the event of withdrawal by the Customer/Traveler, excluding the circumstances set forth in Section 4.5, the following cancellation fees shall apply to the Customer/Traveler.

- up to 60 days before the departure date: fee of EUR 150.00 per person;
- from 59 to 30 days before the departure date: fee equal to 30% of the trip price;
- from 29 days before the departure date or thereafter: fee equal to 100% of the trip price.

The percentages indicated above are calculated on the total price of the Package Travel Arrangement, excluding any insurance premiums paid.

Any amounts already paid by the Customer/Traveler shall be retained as a deposit and applied towards satisfaction of the amount due, up to the full extent of the sum owed.

4.3 Customer | No-show scenario

In the event of no-shows or inability to start the trip for reasons attributable to the Customer/Traveler arising close to the departure date, the maximum fee of 100% of the trip price shall apply.

4.4 Customer | Request to change a confirmed Program booking

A request to change the dates of a confirmed trip shall be treated as cancellation of the original contract and shall result in the application of the cancellation fees set out above (N.4.2).

Any other request for amendment to the contract by the Customer/Traveler, made after the contract has been concluded or during the performance of the travel program, where technically feasible and subject to supplier availability, and other than a change of travel dates, shall be subject to an administrative fee of EUR 200.00 for each change.

In the event that the requested amendments cannot be made the Customer/Traveler may elect to withdraw from the contract, in which case the cancellation fees set out above shall apply (N.4.2).

4.5 Free Cancellation for the Customer/Traveler

The Customer/Traveler has the right to cancel free of charge, with a full refund of the price paid, without cancellation fees and without any additional compensation, in the following events:

- If the organizer significantly modifies the contract before departure (for example, a price increase of more than 8%, a change in the itinerary, or a change in the accommodation category), and the Customer/Traveler rejects those changes (Section 40(5) of the Italian Tourism Code);
- If the organizer cancels the package travel before departure (unless due to the Customer/Traveler's fault), in particular:
 - Because the minimum number of participants has not been reached, provided notice is given within the time limits required by law (where a minimum number of participants is required by the package).
 - because the organizer cancels the package travel due to unavoidable and extraordinary circumstances arising after booking that prevent performance of the package or transportation to the destination (Section 41(5) of the Italian Tourism Code).
- In the event of unavoidable and extraordinary circumstances occurring at the destination or in its immediate vicinity (for example, health emergencies, natural disasters, or war-related events) that substantially affect performance of the trip or transportation to the destination (Section 41(4) of the Italian Tourism Code).

4.6 Exclusion of Refund of Insurance Premiums

Any premium relating to insurance policies taken out by the Customer/Traveler shall not be refundable in any circumstances, as it represents consideration for a contract that is separate and independent from the Package Travel Contract.

N.5. FAILURE TO PAY THE BALANCE AND BREACH OF CONTRACT

If the Customer/Traveler fails to pay the balance of the price by the deadline set out in Section F.8, Mont Trekking may, upon written notice to the Customer/Traveler, declare the contract terminated for breach pursuant to Section 1456 of the Italian Civil Code.

In that event, a cancellation fee shall apply in an amount equal to the fee provided in the event of cancellation by the Traveler under Section N.4.2(a), calculated by reference to the due date for payment of the balance. In such event, the cancellation charge that would have been payable by the Customer/Traveler had the withdrawal been notified on the due date for payment of the balance shall apply.

Any amounts already paid by the Customer/Traveler shall be retained as a deposit and applied towards satisfaction of the amount due, up to the full extent of the sum owed.

N.6. CUSTOMER/TRAVELER RIGHTS

1. The Traveler shall be entitled to appropriate remedies in the event of non-performance or lack of conformity and, where the applicable requirements are met, to a price reduction and/or damages, including compensation for loss of enjoyment of the vacation.
2. The Organizer shall be exempt from liability to the extent provided in Section 43 of the Italian Tourism Code, where the non-performance is attributable to the Traveler, to third parties unconnected with the provision of the travel services and is unforeseeable or unavoidable, or due to unavoidable and extraordinary circumstances. Express reference is made to the provisions set forth in Section "D."
3. Rights to a price reduction or damages shall be time-barred two years after return from the trip, and three years in the case of personal injury.
4. The Organizer shall provide the Traveler with the necessary assistance during the trip in order to address any difficulties, pursuant to Section 45 of the Italian Tourism Code.

N.7. CANCELLATION OR BREACH BY AN INDIVIDUAL TRAVELER

If the booking involves multiple Customers/Travelers under the same travel, the withdrawal or breach attributable to only one of the Travelers shall not automatically result in the termination of the entire contract for the remaining Travelers, nor shall it entitle them to withdraw without the application of the penalties provided for under this contract.

In any event, the Customer/Traveler who withdraws or is in breach shall be subject to the penalties and provisions set out in this contract (Sections G.1.2 and G.2), irrespective of any economic consequences arising from the change in the number of participants.

Any variation in the number of participants shall result in an adjustment of the per-capita price for the remaining Travelers, in accordance with the provisions already set out in this information notice (Sections E.1 and G.4) and in the economic conditions of the package.

**N.8. VARIATION IN THE NUMBER OF PARTICIPANTS AND ECONOMIC
CONSEQUENCES**

Any variation in the number of participants, for any reason whatsoever, including withdrawal, breach, or interruption of participation in the trip by one or more Travelers, shall result in an adjustment of the per-capita price for the remaining participants, based on the new composition of the group. Such adjustment shall constitute a direct consequence of the variation in the number of participants and shall not qualify as a unilateral modification of the contract within the meaning of the applicable legislation, even where it results in an increase exceeding 8% of the original price.

The interruption of participation in the trip for any reason attributable to the Customer/Traveler, including the inability to continue the hiking activity, is regulated under Section L.

In the event of interruption during the performance of the trip, the affected Customer/Traveler shall be required to bear any additional costs arising from the need to arrange further services, such as, by way of example only, transfers, accommodation, or assistance.

N.9. INSOLVENCY CLAUSE

In the event of the insolvency of the Organizer or the Retailer, the provisions of Sections 47 et seq. of Legislative Decree No. 79/2011 shall apply, including the consumer protection arrangements, refund of the sums paid, and continuation of the travel services included in the package.

O. ORGANIZER'S OBLIGATIONS

1. The Organizer is responsible for the performance of the travel services included in the package travel contract, regardless of whether such travel services are to be provided by the Organizer itself, by its agents or employees acting within the scope of their duties, by third parties whose services it engages, or by other travel service providers, pursuant to Section 1228 of the Italian Civil Code;
2. The Organizer engages Guides and other qualified personnel who possess the qualifications and requirements prescribed by the applicable laws and regulations.
3. Hiking activities are carried out under the coordination of the Guide appointed by the Organizer, who shall make such technical and operational decisions as may be deemed necessary during the implementation of the travel program, particularly for safety reasons.
4. The Organizer shall provide appropriate assistance without undue delay to a Traveler in difficulty, including in the circumstances referred to in Section 42(7), in particular by providing appropriate information regarding health services, local authorities, and consular

assistance, and by assisting the Traveler in making distance communications and helping the Traveler find alternative travel services.

P. CUSTOMER/TRAVELER OBLIGATIONS

1. The Customer/Traveler agrees to provide the Organizer with a valid email address and to keep it active for the entire term of the contract, promptly notifying the Organizer of any changes. All communications relating to the contract (confirmations, amendments, service information, and notices of any issues) shall be deemed valid if sent to the email address provided by the Customer/Traveler.
2. The Customer/Traveler acknowledges that the Organizer shall not be liable for any consequences arising from failure to update the email address or from communications sent to an email address that is no longer valid.
3. the Customer/Traveler may also provide a telephone number for urgent communications; the Organizer undertakes to use it solely for information necessary during the trip.
4. The Customer/Traveler is required to verify, for themselves and for any other participants included in the same booking, that each person is in possession of a valid individual passport and any other documents necessary for travel to and stay in the countries included in the itinerary (such as visas, health certificates, or any other documentation required by the competent authorities). The Organizer shall not be held liable for any failure to depart resulting from irregularities in, or the absence of, the above documents.
5. The Customer/Traveler and any other Travelers included in the same booking shall also comply with rules of ordinary prudence and diligence, as well as specific rules in force in the destination countries, all information provided to them by the Organizer, including the pre-contractual information notices, and all regulations and administrative or legislative provisions relating to the package travel arrangement, as well as rules of due care and proper conduct within accommodation facilities.

Q. INSURANCE AND DOCUMENTS FOR ANY REQUIRED VISAS

1. Health and Accident Insurance

The Customer/Traveler is required to ensure that they are covered by adequate insurance, including coverage for the hiking activities contemplated by the travel program.

The Customer/Traveler is encouraged to confirm that their insurance coverage also includes any mountain rescue, recovery, and medical transport costs in a mountain environment, where such costs are not covered by the local health system. The policy does not need to include mountaineering or climbing activities unless the Customer/Traveler intends to engage in such activities independently during the trip.

Unless otherwise specified, such insurance coverage is not included in the price of the package travel arrangement.

2. Trip Cancellation Insurance (Optional)

The Customer/Traveler is advised to purchase insurance covering costs arising from cancellation of the travel contract. Unless otherwise stated, this insurance coverage is not included in the price of the package travel.

3. Baggage Insurance

The Customer/Traveler may wish to purchase an insurance policy covering damage to, loss of, or theft of baggage during transportation. Unless otherwise specified, such insurance coverage is not included in the price of the package travel arrangement.

4. Travel Documents and Any Required Visas

Mont Trekking will provide the Customer/Traveler with a booking confirmation for the entire duration of the trip. If the Customer/Traveler requires a visa for entry into Italy, that document may be used in support of the relevant application to the competent authorities. The Customer/Traveler is responsible for obtaining the travel documents and any visas required for entry into the destination Country. In all cases, obtaining a visa shall remain the sole responsibility of the Customer/Traveler.

R. CONTACTS AND USEFUL CONTACT NUMBERS**I.1. Organizer contacts**

The Organizer's contact details are as follows:

E-mail: mont@monttrekking.com

Phone No: +39 0463 636080

24/7 Emergency Number

Phone number: +39 0463 636118 / +39 392 669 2912.

WhatsApp: +39 392 669 2912

S. GOVERNING LAW AND JURISDICTION

This Contract shall be governed by Italian law. The language of this contract is the Italian language.

For contracts entered into with consumers who reside or are domiciled within the territory of the European Union, the mandatory venue shall be the court of the consumer's place of residence or domicile, pursuant to Section 66-bis of the Italian Consumer Code.

For contracts entered into with consumers residing outside the European Union, exclusive jurisdiction shall lie with the courts of Trento.

T. ALTERNATIVE DISPUTE RESOLUTION (ADR) – ODR PLATFORM

Pursuant to Section 49(1)(v) of Legislative Decree No 206 of September 6, 2005 (the Italian Consumer Code) and Regulation (EU) No. 524/2013, the Customer/Traveler is informed of the possibility of using the European **Online Dispute Resolution (ODR)** platform, for the resolution

of disputes relating to agreements concluded online accessible at the following link:
<https://ec.europa.eu/consumers/odr>.

The Customer/Traveler shall in any event retain the right to avail himself or herself of the competent **alternative dispute resolution (ADR)** bodies pursuant to applicable law.

The Organizer does not participate in any alternative dispute resolution (ADR) body.

U. MANDATORY NOTICE | PROTECTION OF MINORS

Under Italian law, offenses involving child prostitution and child pornography are punishable by imprisonment, even when committed abroad, this notice is mandatory pursuant to Law No 269 of August 3, 1998, as amended by Law No 38 of February 6, 2006.

V. FINAL CLAUSE

To the extent not expressly provided for in these General Terms and Conditions, the provisions of the Italian Tourism Code (Legislative Decree No. 79/2011, as amended) shall apply, as well as the provisions of the Italian Civil Code, to the extent compatible therewith.

W. FINAL CLAUSE

All annexes form an integral part of the General Terms and Conditions and are therefore deemed to have been read, understood, and accepted by the Customer/Traveler.

A. Pre contractual information

1. *Self and Private Guided Catalogue*
2. *Useful Information*
3. *EU Standard Information Form for Package Travel*