

GENERAL TERMS AND CONDITIONS OF INSPIRING TOURS

Please read these terms and conditions carefully as they are binding. By booking with us you accept these terms and conditions in full.

Inspiring Tours Soc.Coop.arl, with registered office in Palermo (Italy), VAT no. 06584850827, is a fully licensed and bonded Tour Operator that organises and sells package holidays and individual services under the conditions described below.

The purchase of any travel services offered by **Inspiring Tours Soc. Coop arl**, hereafter referred to as „Inspiring Tours“, „we/us“, „organisation“ or „operator“ constitutes a contractual arrangement between you (also referred to as the consumer/client/tourist/traveller) and Inspiring Tours and represents your unconditional acceptance of the terms & conditions set out herein and the conditions outlined in the tour programmes. The terms and conditions shall be binding on you and all the travel companions booked by you and affect booked travellers rights, designate governing law and forum for the resolution of any and all disputes. Please ensure that you read carefully and understand these prior to booking as your booking represents your unconditional acceptance of all Inspiring Tours Terms & Conditions.

1. PRIVACY POLICY

In compliance with current laws of privacy, Inspiring Tours guarantees the maximum confidentiality of data provided. These will be treated in compliance with ex art. 11 of the Italian Legislative Decree 196/03 and pursuant to art. 13-14 of EU Regulation 2016/679 known as the General Data Protection Regulation (GDPR).

For the establishment and execution of the contract with you, we come acquire, also verbally, some of your data qualified as personal by the European Regulation 2016/679 (GDPR).

According to the law, this treatment will be based on principles of correctness, lawfulness, transparency and protection of your privacy. According to article 13 of the GDPR 2016/679, therefore, we provide you with the following information:

Nature of the data processed:

- Personal, fiscal and of an economic nature necessary for the performance of contractual relationships with you, whether current or future;
- Spontaneously supplied by you for the personalised execution of the current or future contract, bearing in mind that there is no obligation on your part to supply them.

The data are processed with your express consent (Article 24 letter a, b, c and Article 6 letter b of the Italian Privacy Code and GDPR). By submitting an online form, by sending an email enquiry or by contacting us on the phone or via our social networks (Facebook, WhatsApp, Instagram) you accept the terms and conditions of the services we perform.

All data will be used solely and exclusively to fulfill:

- pre-contractual, contractual, post contractual and tax obligations arising from relationships with you;
- to the obligations established by law, regulations, community legislation or an order of the authorities.

We are not in possession of your data that can be classified as sensitive, particular or of a judicial nature (articles 9 and 10 of the GDPR).

Purpose of the data processing and duration:

Your data are processed for the entire duration of the contract relationship and also subsequently, for contractual requirements and related fulfillment of legal obligations and taxation, and for effective management of financial and commercial relationships.

The Data Controller will process personal data for the time necessary to fulfill the aforementioned purposes and in any case for no more than 10 years from the termination of the relationship for the purposes of service.

Methods of processing:

The processing will be carried out with both manual and / or computerised tools with organisational and elaboration logistics closely related to the purposes themselves and however in order to guarantee the security, integrity and confidentiality of the data in compliance with the organisational, physical and logical measures provided for by the provisions in force.

Obligation or right to provide data:

As regards the data that we are obliged to know, in order to fulfill the obligations established by law, failure on your part to provide these data involves the impossibility of establishing or continuing the relationship, to the extent that such data are necessary for execution of the same.

Scope of knowledge of your data:

The following categories of subjects may become aware of your data, as managers or processors, appointed by the undersigned company:

- Data controller;
- Accounting and billing staff;
- Those involved in the marketing and execution of services.

Communication and dissemination:

Your data will not be disseminated to third parties by us for their provision or consultation.

Your data may be communicated by us to entities, as far as their respective and specific competence is concerned and in general to any public or private entity with respect to which there is obligation for us (or faculty) recognized by law or secondary or community legislation) or need for communication, as well as to our consultants, within the limits necessary to carry out their duties at our office organisation, after our letter of appointment imposing the duty of confidentiality and security.

Rights of the interested party:

In accordance with Art. 7 of the Italian Legislative Decree 196/03 and the Articles of the GDPR 679/16: 15 - Right of access, 16 - Right of rectification, 17 - Right to cancellation, 18 - Right to limitation of treatment, 20 - Right to portability, 21 - Opposition right, 22 - Right to oppose the automated decision-making process of GDPR 679/16, you can exercise your rights by writing to the Data Controller with an email to: privacy@inspiringtours.it

Withdrawal of consent:

With reference to Art. 23 of Legislative Decree 196/03 and Article 6 of GDPR 679/16, you can revoke the consent given at any time.

Owner and manager of the treatment:

The owner and manager of the treatment is the company Inspiring Tours Soc. Coop. arl with registered office in via Agrigento 19 in Palermo (Italy).

The Data Controller, who can be contacted to exercise rights and / or for any clarifications regarding the protection of personal data, can be reached at: privacy@inspiringtours.it

2. APPLICABLE REGULATIONS

The contract for the sale of a package holiday, whether the related services are to be provided in Italy or in other countries, is governed by the "Tourism Code" (Italian Legislative Decree no. 79 of 23 May 2011 - Annex I, Articles 32 - 51-novies) as amended by Italian Legislative Decree no. 62 of 21 May 2018 implementing the EU directive 2015/2302 and its subsequent amendments, and by the provisions of the Italian Civil Code on transport and mandate, as applicable. The contract is also governed by these General Conditions and by the clauses in the catalogue, in the information brochure and in the travel documents delivered to the customer. The description of the package holiday which is the subject of the contract is contained in the catalogue and / or in the information brochure or, in case of tailor-made / private package tours in the specific tour programme.

3. ADMINISTRATIVE ARRANGEMENTS

The organiser and the intermediary of the package holiday, to which the traveller applies, must be qualified to exercise their respective activities according to current legislations, including regional or municipal, according to their respective competences. Before the conclusion of the contract, the organiser and the intermediary make known to third parties the insurance policy for the coverage of risks deriving from professional civil liability. Additionally, they also need to inform third parties about other optional or compulsory insurance policies, to cover travellers from events which may affect the performance of the holiday. These include trip cancellation, medical risk coverage, early returns, loss or damage to luggage, as well as the details of the financial protection insurance guarantee against risks of insolvency or bankruptcy of the organiser and intermediary that covers the traveller's costs for returning to the place of departure, in cases where transport service is included in the package holiday. Pursuant to Art. 18, paragraph VI, of the Tourism Code, the use of words for business name or trading name purposes: "travel agency", "tourism agency", "tour operator", "travel mediator" or other words and phrases, even in a foreign language, of a similar nature, is allowed only to the qualified companies referred to in the first paragraph.

4. DEFINITIONS

In the package holiday sale contract the following is understood to mean:

- a) **professional**: any natural or legal public or private person who, in the context of their commercial, industrial, craft or professional activity in organised tourism contracts, also acts, through another person acting on their behalf or on their account, as an organiser, retailer, professional facilitating related tourist services or tourism service provider, in accordance with the legislation referred to in the Tourism Code;
- b) **organiser**: 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 data relating to the traveller to another professional;
- c) **retailer**: the professional, other than the organiser, who sells or offers for-sale packages arranged by an organiser;
- d) **traveller**: means any person who is seeking to conclude a contract, enters into a contract or is entitled to travel on the basis of a concluded contract, within the scope of this paragraph;
- e) **establishment**: the establishment defined by article 8, letter e), of Italian Legislative Decree 26 March 2010, no. 59;
- f) **durable medium**: any tool which allows the traveller or professional to store the information which is personally addressed to them in order to access it in the future for a period of time appropriate to the purpose for which it is intended and which allows the identical reproduction of the information stored;
- g) **unavoidable and extraordinary circumstances**: means a situation beyond the control of the party who invokes such a situation and the consequences of which could not have been avoided even if all reasonable measures had been taken;
- h) **lack of conformity**: a non-performance of the travel services included in a package;
- i) **point of sale**: means any retail premises, whether movable or immovable, or a retail website or similar online sales facilities, including where retail websites or online sales facilities are presented to travellers as a single facility, including a telephone service;
- l) **repatriation**: the return of the traveller to the place of departure or to another place agreed by the contracting parties;
- m) where used in the contract, the term '**traveller**' can also be used to identify the '**contractor**', even if a person different from the actual user of the trip, i.e. the subject who assumes the obligations inherent in and consequent to the signing of the contract, even in the name of and on behalf of third parties.

5. CONCEPT OF A PACKAGE HOLIDAY

A package holiday consists of a combination of at least two different types of travel services such as:

1. passenger transport; 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. car rental, other vehicles or motor vehicles requiring a category A driving licence; 4. any other travel service which does not form 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, for the purposes of the same trip or holiday, if at least one of the following conditions is verified:

- 1) these services are combined by a single professional, even at the request of the traveller or in accordance with their selection, before a single contract is concluded for all services;
- 2) these services, even if concluded with separate contracts with individual suppliers, are:
 - 2.1) purchased at a single point of sale and selected before the traveller consents to payment;
 - 2.2) offered, sold or billed at a flat or global price;
 - 2.3) advertised or sold under the name "package" or similar;
- 2.4) combined after the conclusion of a contract with which the trader allows the traveller to choose between a selection of different types of travel services or services purchased from different professionals.

6. SINGLE SERVICES

Contracts relating to the offer of only the transport service, only the service of stay, or any other separate travel service, cannot be configured as a case of negotiation of travel arrangements or package holidays and do not enjoy the protections provided in favour of travellers by Italian Legislative Decree 62/2018 (which has implemented the EU Directive 2015/2302). On the other hand, the other general conditions of sale set forth herein are applicable without setting up, in any case, a type of package holiday.

7. MANDATORY INFORMATION – TECHNICAL DATA

The operator is obliged to provide either within the brochure or separately to it a technical s. The details that must be included in the technical brief within the brochure or separately to it are:

- details regarding the operator's administrative authorisation;
- details regarding the operator's civil liability insurance policy;
- period of validity of the brochure or programmes separate to the brochure or tailor made tour;
- methods and conditions for transferral (Art. 39 of Tourism Code);
- exchange rate used in the case of currency adjustments, days or value (Art. 40 Tourism Code).

8. BOOKING

Reservation requests must be made on the appropriate booking form (received via email or available online) filled in entirely and signed by the customer. Bookings will be accepted until all available places are filled or until the deadline set out in the offer. Once the customer fills in the booking form his place will be held for 48 hours to allow enough time for the payment. The booking is confirmed when the customer receives a written confirmation (via email) from Inspiring Tours stating that he has paid the deposit and consequently a contract between Inspiring Tours and the customer comes into existence. Customers must check the confirmation details carefully and inform Inspiring Tours immediately should anything be incorrect. Indications regarding the package that are not contained in the contractual documents, brochures or in other written means, will be provided in due time before the start of the journey by the operator in accordance with his obligations under art. 37 comma 2 of the Tourism Code. All travel documents including travel certificates, flight tickets, vouchers, itineraries and invoices are sent via email approximately 10 days before departure and only once the full payment is received. Travel documents that need to be sent by courier are at an additional charge depending on the country these are to be sent to.

9. PAYMENT

To confirm his booking, the customer must pay a deposit of 25% of the selected holiday if the booking is made at least 45 days (tailor-made holidays) or 25 days before the tour start date. In case of reservations made less than 45 (tailor-made holidays) or 25 days before the tour start date, the payment is due in full at the moment of booking. Payments can be made only by credit card (MasterCard or Visa) or bank transfer in Euro. The balance must be paid no later than 25 days before the starting date of the holiday and no later than 45 days before the starting date of a tailor-made holiday package. Failure to pay the above sums by the due dates constitutes an explicit termination clause, such as to entitle Inspiring Tours to rightfully terminate the contract. If Inspiring Tours does not receive all payments due in full and on time they reserve the right to treat the customer's booking as cancelled and cancellation fees (see relevant section below) will apply.

10. PRICE

The price of the package holiday is determined in the contract, and refers to the price indicated in the brochure or in the separate programmes, which have been added subsequently. The contract provides that price revisions can be made up to 20 days before the established departure date and solely to allow for variations beyond our control including:

- transportation costs, including the cost of fuel;
- taxes or fees due for certain tourist services such as landing taxes or embarkation or disembarkation fees at ports and airports;
- exchange rates applied to the package in question. For these variations reference will be made to the exchange rate and costs mentioned above in force on the date of publication of the programme as printed in the brochure technical brief or on the date printed in the above mentioned adjustments.

Before the customers finalises his booking he will receive the up-to-date tour price, including the extra costs for any additional service or upgrade requested. Any increase in tour prices must be paid prior to departure.

All tour prices mentioned are per person and on twin share basis (unless otherwise stated). All prices are in Euro.

11. CANCELLATION OR INTERRUPTION OF HOLIDAYS

If for any reason you have to cancel your holiday, the following cancellation fees will apply in addition to fees and expenses incurred by the cancellation of services:

- 25% of the total cost (non-refundable deposit) for cancellations reaching us no later than 45 days before the date on which booked services are to commence;
- 70% of the total cost for cancellations reaching us no later than 30 days before the date on which booked services are to commence;
- no refunds will be made after the above term.

All cancellations must be sent in writing to Inspiring Tours and must be signed by / from the email address of the trip participant who made the booking. Generally, the cancellation of group bookings is subject to the cancellation charges indicated above. However, the cancellation of any booked service (hotels, restaurants, guides.etc.) may be subject to different cancellation charges, in the event of public holidays, fairs and demonstrations held in a certain city or country. Bookings including flights are excluded from the above mentioned cancellation policy. Our cancellation policy is much more restrictive for trips which include flights and the relevant cancellation charges and terms will be indicated in the travel package brochure or offer. In case the stay is interrupted, we do not grant any refund, unless the group is able to provide a specific declaration by the hotel management or other provider of the booked services which states that services not used will be refunded. Inspiring Tours will refund only the amount authorised by the hotel or service provider, after having detracted any applicable agency fees.

12. REDUCTION OF THE NUMBER OF PARTICIPANTS (NO SHOWS)

The number of participants must be communicated with the utmost precision. Significant decreases of the number of participants can determine tariff and performance adjustments. Furthermore, a lack of arrivals with respect to the last rooming list transmitted could determine the application of the "no show" penalty (up to 100%). Package tours with a minimum of participants are subject to cancellations if the minimum number of participants is not achieved by the date indicated on the programme or brochure.

13. WITHDRAWAL FROM CONTRACT WITHOUT PENALTIES

The purchaser of the package holiday has the right to withdraw from the contract without incurring penalties of any kind in the following circumstances:

- Increase in the price of the booked holiday greater than 8%;
- in case of unavoidable and extraordinary circumstances which occur at the place of destination or in its immediate vicinity, which have a substantial impact on the execution of the package or on the transportation of passengers to the destination, the traveller has the right to withdraw from the contract, before the start of the package holiday, without paying withdrawal expenses, and to full reimbursement of the payments made for the package, but not additional compensations;
- significant changes to one or more elements of the contract, which are objectively configurable as fundamental for the purpose of using the package as a whole, considered and proposed by the organiser after the conclusion of the contract but before departure and which are not accepted by the traveller.

The customer must inform Inspiring Tours in writing of their decision to accept or withdraw from the contract within 2 (two) working days from receipt of the proposed amendment.

In the case of withdrawal, the customer will have the right to receive reimbursement of all monies paid or, alternatively, to be offered another holiday of equivalent quality. Inspiring Tours may withdraw from the package holiday contract and offer the traveller 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 specified in the contract and the organiser communicates the withdrawal from the contract to the traveller within the time limit set in the contract. All this no later than thirty days before the start of the package in case of journeys lasting more than six days, fourteen days before the start of the package for journeys lasting two to six days, seven days before the start of the package in the case of journeys lasting less than two days;

- Inspiring Tours is unable to execute the contract due to unavoidable and extraordinary circumstances and communicates the withdrawal from the contract to the traveller without undue delay before the start of the package. In the aforesaid cases, the termination of the functionally-related contracts stipulated with third parties is determined.

14. CANCELLATIONS OR CHANGES MADE BY INSPIRING TOURS BEFORE DEPARTURE

In the unlikely event that Inspiring Tours has to cancel a booked holiday, the customer can receive a full reimbursement of the tour cost, or to transfer to an alternative holiday (if the price is lower Inspiring Tours will refund the difference, if the price is higher the customer may be charged an additional amount). Although Inspiring

Tours plans the travel arrangements long in advance, changes to the itinerary may occur, even after the tour has started, due to local circumstances. The customer acknowledges that travelling requires a certain grade of flexibility, due to the nature of the tours Inspiring Tours organises. Sometimes changes may be made to the itinerary due to **Force Majeure**, weather conditions, poor state of the paths (treks), changes in transport schedules, vehicle breakdown, etc.

Inspiring Tours reserves the right to substitute hotels, restaurants, routes or other services listed in the itinerary with comparable services if necessary. If we are forced to make significant alterations to one or more elements of the contract before departure we will give immediate notification in writing to the customer indicating the type of alteration and the consequent variation in price.

Cancellation of group tours due to low tour booking numbers: Inspiring Tours reserves the right to cancel any tour prior to departure in the event that too few people are booked on a tour, as operation of all tours is dependent on a minimum number of persons booking the tour. If that number is not achieved, the operator reserves the right to cancel the tour. In no circumstances will Inspiring Tours cancel the tour less than 4 weeks before the scheduled departure date except for reasons of late cancellations from other passengers on the booked tour, force majeure or failure on the customer's part to pay the final balance. In this case the customer will be given a full refund of the paid tour price. The customer will not be entitled to claim any additional amounts or compensation for any loss which may result from this cancellation. Inspiring Tours will however do everything possible to find a suitable alternative tour.

The customer must notify Inspiring Tours in writing of their choice (whether to accept the proposed change or alternative package holiday or to withdraw from the contract) no later than 2 (two) working days after the receipt of the proposal. If the traveller refuses the proposed modification, he/she may withdraw from the contract without paying a penalty, and has the rights envisaged in Art. 40 of the Tourism Code.

For cancellations which are not caused by force majeure or accidental cause or by insufficient number of participants, or reasons which are different from those of the non acceptance by the traveller of the alternative package holiday offered, the operator who cancels (art. 33 letter e Consumer's Code) will reimburse the traveller the double of what was paid to and received by the operator. The amount to be reimbursed can never be more than the double of the amount that the traveller would owe on that same date according to art. 10, comma 4 in the case the cancellation was done by the traveller himself.

15. CHANGES AFTER DEPARTURE

After departure, should the operator find himself in a position of not being able to offer, for whatever reason, except for a personal reason of the traveller, an essential part of the services included in the contract, he must offer alternative solutions, without additional cost to the price paid by the traveller and, if the services offered are of a lower value than those foreseen, the customer must be reimbursed exactly for the difference. In the case that no alternative solution is possible, or if the traveller does not accept the alternative solution for justifiable serious reasons, the operator will provide the traveller with equivalent transport back to the place of departure or to another pre-agreed place depending on availability of the means and places at no additional cost. In this case the operator will compensate the traveller for the difference between the services to be supplied under the contract and those supplied to the moment of the early return.

16. CHANGES BEFORE DEPARTURE BY THE TRAVELLER

For any changes to the already booked package holiday you must pay a fee of Euro 50 per person to cover administration costs. A reduction in participants will be considered a cancellation and therefore subject to the cancellation fees as mentioned above. All booking amendments are subject to availability. The operator is not obliged to fulfil any customer's alteration request of an already booked package holiday if he is not able to meet the customer's requirements.

17. TRANSFER OF BOOKINGS

The traveller who withdraws from a package holiday may transfer his booking to another person provided that:

- the operator has been informed in writing at least 4 working days before the established departure date and also at the same time receives communication regarding all the details of the transferee;
- the transferee satisfies all the conditions to benefit from the service (ex. Article 39 Tourism Code) and in particular with requisites regarding passports, visas and medical certificates;
- the transferee must reimburse the operator any extra costs that he may incur in order to proceed with the transferral. The amount will be quantified prior to the transferral. The transferor and the transferee shall be jointly and severally liable for the payment of the price of the package and of the amendment fee.

18. TRAVELLER'S OBLIGATIONS

Passport, Visas, Health Certificates & Travel Documents

Please note that you are responsible for obtaining visas along with any other required documentation (valid passport, health certificate, insurance etc.) applicable for entry into your vacation destination, and for meeting all health and other requirements and any documents required by laws, regulations, orders, and/or requirements of the countries that are included in your trip.

Foreign citizens will find the information concerning health requirements and documentation necessary for expatriation through their diplomatic representatives in Italy and / or through official government information channels. In any case, before departure you must check any updates with the relevant authorities and comply with the requirements before the tour starts. If you fail to do so, Inspiring Tours cannot be held responsible and will cancel your booking and apply the cancellation fees. A valid passport with a validity exceeding at least six months after the return of your journey is the standard requirement for most countries. Your passport should also have sufficient blank pages for visa and immigration stamps. Inspiring Tours is not responsible if you are denied entry to a country for non-compliance of these requirements or for any other reason. A copy of your valid passport must be submitted to Inspiring Tours for records.

Please ensure that you check the most updated trip information at least 72 hours prior to the trip to appraise yourself of any minor changes that may have been updated after the travel documents are mailed to you.

Personal Responsibility

You shall be solely responsible for compliance with the laws of each country you visit, including all traffic and drug regulations. Please verify the rules and regulations of each country you visit. You must also comply with all indications provided by Inspiring Tours. You will be liable for all and any damages that may be caused by your or your travel companions' you signed up for if you or they fail to respect the above conditions. You must provide us with all documents, information and other elements in your possession required for the exercise of our right of subrogation with regard to third parties responsible for damages. You are liable towards Inspiring Tours for any compromise to the right of subrogation. You must also inform Inspiring Tours in writing of any special personal requests that may be the subject of specific agreements on details of the holiday (pregnancy, food intolerances, disabilities, etc.) at the moment of booking. We will do our best to accommodate your request but we cannot guarantee that your special requirements will be met on our trips.

Punctuality is valued on our trips and Inspiring Tours is not liable for any losses, including refund, for missed services that are a result of your late arrival at a designated time and place. You agree to abide by the authority of the group leader designated by Inspiring Tours. The decision of the tour leader is binding on all participants on matters that affect the safety or well-being of any person participating in the trip. Behaviour that causes danger, distress or annoyance to others, or interferes with the mobility of the group can result in the group leader terminating your participation from the trip, with no right to refund for missed or unused services.

19. COMPLAINTS

While on tour, any dispute on services included and delivered must be brought to the attention of the tour leader or our local representative for immediate resolution. Failure to attempt resolving it whilst on tour will diminish or exclude the traveller's ability to claim compensation for service deficiency under art. 1227 Civil Code.

The traveller must submit a written complaint by registered letter, with receipt of delivery, to Inspiring Tours no later than 10 working days after the date of return to the original place of departure. Complaints received any later than this specified period will not be accepted for investigation or compensation.

20. INSURANCE

For all of our active tours it is mandatory to have a comprehensive insurance policy cover for cancellation, medical risks (including any risk related to pre-existing medical conditions, emergency repatriation including helicopter rescue and air ambulance where applicable) personal accident, loss of personal baggage and money and public liability on all trips with Inspiring Tours. Inspiring Tours does not take any responsibility for personal belongings or valuables lost or stolen at any time during the trip as well as for loss or damage on account of wear and tear during travel. Inspiring Tours reserves the right to refuse you on a trip if you do not have an adequate insurance policy. Proof of insurance must be arranged prior to departure and must cover you against personal accident, injury, death, medical expenses as well as loss of deposit or cancellation fees from trip cancellation and trip curtailment, theft / loss of luggage / personal effects. Insurance can be arranged through Inspiring Tours.

21. HEALTH, FITNESS AND AGE LIMITS

Activities involved in active travel may be physically demanding, strenuous and potentially dangerous. Inspiring Tours offers vacations that require varied levels of fitness. The level of difficulty can be based on extent of physical stress, the terrain, weather and / or climate and the degree of difficulty for the specific trip and some trips can be physically demanding. To enable you to choose appropriately and prepare accordingly, carefully review the level of difficulty of each trip before booking the same. If you have any doubts about a trip's level of difficulty, please contact us prior to booking the trip. We will be able to provide you with more details, however, we are not medical experts and it is your responsibility to obtain medical advice, the latest health requirements including inoculations and vaccines before you join a trip.

Inspiring Tours takes no responsibility for your inability to cope with the level of difficulty on a trip. While most holidays do not require specific preparation, a reasonable level of fitness is necessary. The onus of being fit, healthy and in shape before getting on the trip rests with you. While there are no age limitations on any of our trips, any disability, pregnancy, mental or physical or any other medical condition that may affect your fitness to travel must be revealed at the time of booking the trip and you must provide a suitable travel insurance in regards to your age and physical conditions. Failure to share this information with Inspiring Tours can result in cancellation with full cancellation penalty. Inspiring Tours reserves the right to refuse any traveller they feel may be unfit to travel or complete the trip.

22. HOTEL CLASSIFICATION

The official category of hotels is described in the brochure or with alternative informative material only on the basis of explicit and formal indications by the competent authorities in the country where the service is provided. In the absence of official recognised classification of the competent Public Authorities of the countries, even if members of the EU, the operator reserves the right to their own description in the catalogue or brochure of the structure in order to permit an evaluation and subsequent acceptance of it by the traveller.

22. MEALS

You must inform us of any special dietary requirements or meal requests at the moment of booking. Any of these requests are accepted on a request basis only. Due to the remoteness and particular conditions on certain trips, the ability to accommodate special requests is limited and Inspiring Tours cannot guarantee special meal requests nor assume any responsibility or liability if your special meal requests are not met.

23. PHOTOGRAPHS

Inspiring Tours reserves the right to take photographs of you during any trip or part thereof and to use them for promotional purposes. By booking a trip with us, you automatically grant us royalty-free, perpetual, worldwide and irrevocable license for using your images in photographs and videos that may be used for promotional material, website, social media, collateral and any other marketing and publicity materials. Inspiring Tours does not need to compensate you for such use of your photographs or videos. Should you have any reservations about your images not being used, please inform Inspiring Tours at the time of booking your trip. Pictures used on the website and collateral are meant for marketing purposes.

24. REGIME OF RESPONSIBILITY

The operator is responsible for damage caused to the traveller by the total or partial breach of contractual services owed, whether they are offered by him or by third party suppliers of services, unless proof can be given that the event derived from the traveller (also including initiatives carried out independently by the tourist) or by external circumstances in supplying contractual services, accidental cause, force majeure, or from circumstances that the operator could not, professionally or realistically foresee or resolve. The vendor where the booking for the package holiday was made is not held responsible under any circumstances for obligations that arise from the organisation of the journey, but is responsible exclusively for the obligations that arise from the quality of mediation and therefore in the limits for such responsibility in respect of the legal obligations in force, except for the exemption under art. 46 Tourism Code.

25. LIMITS FOR COMPENSATION

Compensations under art(s). 44, 45 and 47 of the Tourism Code and relevant limitation periods are regulated by what is considered in this document and in any case within the limits established, by the C.C.V., by the International Conventions, which regulate the services of the package holiday as well as by art.(s) 1783 and 1784 of the Italian Civil Code.

26. OBLIGATION FOR ASSISTANCE

The operator must give assistance to the traveller with professional diligence and exclusively with reference to the obligations cited both by law and by contract. The operator and the trader are exonerated from their responsibilities whenever the contract cannot be carried out in part or completely due to the traveller or due to an unforeseeable or inevitable action by a third party, or rather fortuitous or by force majeure.

27. FINANCIAL PROTECTION

Further to the introduction of Article 9, comma 1, lett. b) of law no. 115/2015 and subsequent modifications and additions, Article 50 of the Italian Legislative Decree 79/2011 on insurance has been amended and article 51 on National Guarantee Fund has been repealed. The package holiday organisation contracts are backed by suitable guarantees given by the organiser. In cases of insolvency or bankruptcy of the organiser, they guarantee the reimbursement of the price paid for the purchase of the package holiday and to take the traveller back to the place of departure (in cases where transport service is included in the the package holiday). To this end, Inspiring Tours is assisted by a financial protection insurance no. 2020-0208-2-0150 issued by Secure Travel SRL.

28. SEVERABILITY

In the event that any term or condition contained in these Booking Conditions is unenforceable or void by operation of law or as being against public policy or for any other reason, then such term or condition shall be deemed to be severed from this contract or amended accordingly only to such extent necessary to allow all remaining terms and conditions to survive and continue as binding.

29. GOVERNING LAW - PLACE OF JURISDICTION

The package holiday and the travel contract are governed by Italian law. Any dispute that may arise between the Parties regarding the validity, formation, performance, execution or termination of this Contract, shall be exclusively referred to the territorial jurisdiction of the Court of Palermo.

ADDENDUM - GENERAL CONDITIONS FOR INDIVIDUAL TRAVEL SERVICES AND LINKED TRAVEL ARRANGEMENTS

Regulatory Provisions

Contracts regarding the offer of only the transport service, of only the accommodation service, or of any other separate travel service, cannot be represented as a contractual case of travel organisation or of package holiday, do not enjoy the protection provided by the Tourism Code, and the contractual conditions of the individual supplier will be applied. The responsibility for the proper execution of the contract lies with the service provider. If linked travel arrangements are booked, the traveller has protection aimed at refunding the payments received for services not provided due to insolvency of the trader who has collected the amounts paid by the traveller. This protection does not include any refund in the event of insolvency of the relevant service provider.

MANDATORY COMMUNICATION PURSUANT TO ARTICLE 17 OF ITALIAN LAW No 38/2006

Italian law punishes offences concerning prostitution and child pornography by imprisonment, even if committed abroad.

N.B. In case of conflicting interpretations, only the Italian version of these Terms & Conditions is considered legally valid.

TECHNICAL DATA

Organiser:

Inspiring Tours Soc. Coop. arl exerts the activity as travel agency and tour operator in Via Agrigento, 19 – Palermo, Italy

Fiscal Code/VAT Number 06584850827 registered with no. PA-400674 at the Chamber of Commerce in Palermo, Italy.

Officially authorized by the Region of Sicily, with authorization license no. 1655/S7.

Multi-risk civil and professional liability insurance policy no. 1505002721/B issued by NOBIS Compagnia di Assicurazioni SPA

Financial protection insurance policy no. 2020-0208-2-0150 issued by Secure Travel SRL