



## **BASKETVIAGGI**

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### **General Terms & Conditions**

#### 1) INTRODUCTION: LEGAL STATUS OF PACKAGE TOURS

a) Legal decree n° 111 of 17th March 1995 is the actuation of directive 90/314/CE that provides protection for consumers in ensuring that the organisers and agents involved in the selling of package tours are authorised in compliance with article 3/1 of decree n° 111.

b) You are entitled to receive a copy of the sales contract for the package tour (in accordance with art.6 of legal decree 111/95/), which is an indispensable document for accessing the guaranteed funds made in section 16 of the present terms and conditions of the contract.

A package tour is described (in art. 2/1 leg. decree 111/9) as follows.

Package tours relate to journeys, holidays and all inclusive round trips of 24hrs or at least one night away, where there is a predetermined combination of at least 2 of the following elements: a) transport, b) accommodation, c) tourist services, which are neither accessories to transport nor accommodation, but constitute a significant part of the package.

#### 2) LEGAL SOURCES

Contracts for purchasing package tours are regulated by the general terms and conditions as well as the clauses stated in the travel documentation provided for the customer. The said contracts that are designed to apply both on national territory and abroad are compliant with L. 27/12/1977 N° 1084 ratified and executed under the International Convention for travel contracts, signed in Brussels 23/04/1970 as well as the aforementioned 111/95.

#### 3) RESPONSIBLE ORGANISATIONS

The cultural package referred to in the contract is organised for you by Basket Viaggi, head office Milan, which is licensed to trade by the region of Lombardy under decree N° 31777/98 with insurance guaranteed by EuropAssistance policy N° 16785.

#### 4) BOOKINGS / RESERVATIONS

Booking requests must be made on the designated form, either on paper or via electronic means, and each section needs to be completed and signed by the client who will receive a copy. Binding acceptance of the booking contract occurs when the organiser sends out a confirmation in writing or by e-mail either to the customer or sales agent. We undertake to ensure that any details relevant to the tour package not included in the contractual documents, brochures leaflets or other forms of written communication will be supplied by us in accordance with leg. Decree 111/95 in good time prior to the commencement of the tour.

#### 5) PAYMENTS

A sum equal to 30% of the total price must be deposited alongside the booking form in order to affect a booking and the balance paid at least 30 days before departure. For bookings made within 30 days of departure the entire balance must be paid at the time of enrolment. Sums that remain outstanding beyond the agreed date of payment constitute sufficient grounds for the organiser or intermediary to withdraw from the contract.

#### 6) WITHDRAWALS & CANCELLATIONS (ARTICLES 11, 12 & 13 LEG. DECREE 111/95)

Basket Viaggi has brought together a variety of services that we acquire from suppliers in order to create our own tours. In order to guarantee that these services are made available to you, we in turn undertake contractual obligations with our suppliers once your booking is accepted.

Accordingly articles 1372 & 1373 of the Civil Code concerning terms of withdrawal from contractual obligations constitute an exception to the general principle that contracts are totally binding other than in circumstances highlighted in leg. decree 111/95. Withdrawal from the contract can be agreed to however on the fundamental condition that the traveller compensates Basket Viaggi in full for all expenditure and losses incurred as a result of the withdrawal

##### 6.1 WITHDRAWAL OR CANCELLATION ON THE PART OF THE TRAVELLER WITHOUT ANY PENALTY

Travellers may withdraw from the contract without paying a penalty, save the loss of the cost of any insurance cover purchased at the time of booking, under the following circumstances:

If significant modifications to the contract are requested by Basket Viaggi after the contract has been concluded.

Such a request to make modifications would be communicated directly from Basket Viaggi or from agents responsible for selling services on our behalf.

In which case you have the following alternative rights:

- To avail yourself of another package of equivalent quality, or if unavailable, superior, without paying a supplement, or indeed inferior, in which

case the difference in price would be refunded.

- To receive the part of the price already paid. Restitution should be made within 7 working days of receipt of the request for reimbursement.

It is important to clarify that you need to communicate your decision to the organiser in writing within 2 working days of receipt of the proposed modifications. Should you not communicate a response, this will be interpreted as an acceptance of the new terms.

## 6.2 WITHDRAWAL OR CANCELLATION ON THE PART OF THE TRAVELLER WITH PENALTIES

Whenever a traveller seeks to withdraw from the contract under any circumstances other than those described in 6.1 and its successive articles the following conditions apply:

-6.2.1 every cancellation must be communicated to the head office of Basket Viaggi by recorded delivery and will be valid as from the date of the postmark. The traveller will then be entitled to reimbursement, irrespective of the amount deposited subject to the subtraction of administrative costs relating to the cancellation, insurance fees and the penalties described below in accordance with article 1373 subsection iii.

The calculation of the days included does not include the day that the cancellation was made and notification needs to arrive on a working day prior to the start of the tour.

-6.2.2 Given the specific nature of the trips described in the catalogue, the following penalties apply in the event of a withdrawal after enrolment.

**After confirmation of the booking, the cost of tickets and all costs pertaining to the purchase of them cannot be reimbursed.**

On the residual sum of the package the following penalties apply:

- 10% up to 30 working days prior to departure

- 25% from the 29<sup>th</sup> to 21<sup>st</sup> working day prior to departure

- 50% from the 20<sup>th</sup> to the 11<sup>th</sup> working day prior to departure

-75% from the 10<sup>th</sup> to the 3<sup>rd</sup> working day prior to departure

- no reimbursement after these times.

**- 6.2.3 The organiser will not be held responsible if after the publication of the catalogue the musical event undergoes alteration (e.g. Substitution of the conductor, soloist, changes to the programme etc.) Participants refusing to accept such changes are subject to the penalties outlined in -**

**- 6.2.2 In addition, in the event of cancellation of a performance by the theatre, only the face value of the ticket will be reimbursed.**

## 7) CANCELLATION OF THE TRIP BY THE ORGANISER

In accordance with art.10 of law 1084 of 29<sup>th</sup> December 1977 the organiser may annul the contract totally or partially without making any compensatory payment in circumstances of force majeure (strikes, suspensions owing to adverse weather conditions, threat of war, civil and military disorder, uprisings, calamities, sackings and acts of terrorism). These and similar issues constitute grave cause and blame is not attributable to the organiser or its sales agents.

In such exceptional circumstances any additional expenses incurred by the traveller will not be reimbursed nor can money spent on unfulfilled service obligations be recovered. In addition, the organiser is not responsible for any loss of service caused by delays or cancellations to transport by land, air and sea.

The organiser must pay the traveller twice the total cost of the trip for cancellations made for reasons other than force majeure and unforeseeable circumstances or there being an insufficient number of participants to make the tour viable or the customer having refused to accept a package of services of equivalent value as detailed in point 6.1.

Travellers are entitled to repayment of sums already spent, but not compensation based on maximum damages (twice the cost of the trip) if they reject the offer of another package of equivalent or superior value, or if the tour is cancelled due to insufficient enrolments.

In all cases mentioned the traveller must be informed of any annulment by the organiser at least 20 days before leaving unless the cause is attributable to force majeure.

## 8) ALTERATIONS AFTER DEPARTURE

After the commencement of the tour, the organiser must make alternative provisions without surcharge, should it become impossible, for whatever reason, other than causes attributable to the traveller, to provide any significant part of the package specified in the contract. In circumstances where the substitution is of inferior worth to the original specification, the traveller is entitled to a refund of equivalent value. Whenever no alternative solution is possible, or the proposed solution is rejected by the customer for justifiable reasons, the organiser will provide a place on a means of transport, equivalent to that originally stipulated in the contract to the place of departure or an agreed equivalent destination in accordance with the availability of seating. Travellers are further entitled to compensation for the costs of services and facilities included in the contract, but not utilized prior to re-entry.

## 9) SUBSTITUTIONS

Clients who withdraw may be substituted by others provided:

a) The organiser is informed in writing of the circumstances of the substitution at least 4 working days prior to the date fixed for departure.

b) The substitute participant satisfies all the conditions for the utilization of the services (ex art. 10 legal decree 111/95) and in particular the requirements relating to passports, visas and health certificates.

c) The substitute participant will be informed of all the expenses entailed in the process and must pay these to the organiser before the substitution can be accepted.

The customer who withdraws and his successor are entirely responsible for the payment of fees and costs covered under section c of the above article.

Third party suppliers may refuse to accept such modifications even if they conform to the terms laid out in section a. The organiser will not be responsible for any refusal to accept such modifications by third party suppliers. Such rejections will be communicated by the organiser to interested parties as a matter of urgency.

#### 10) PARTICIPANTS' OBLIGATIONS

Participants must ensure they have individual passports or other appropriate documents valid for travel in all the countries on the itinerary until the end of their stay and final transit as well as any health certification that may be requested. Travellers are required to behave sensibly and exercise due care and attention at all times, paying particular heed to the regulations in force in the countries visited during the journey as well as all the information supplied by the organiser and the rules and regulations both legal and administrative relating to the package tour. Participants will be answerable for any damages caused to the organiser due to failure to comply with the above requirements of behaviour.

You must furnish us with all documents, information and other useful elements in your possession in the event of our needing to act on your behalf with the appropriate authorities.

Travellers should make any request for special or customised services, in writing, at the time of booking.

#### 11) HOTEL CLASSIFICATION

Official classifications of the hotels listed in the catalogue and other sources of information derive exclusively from the appropriate national authorities. In the absence of officially sanctioned classification provided by a competent Public Authority, (including within EU territories) Basket Viaggi reserves the right to publish in its brochure or catalogue, descriptions of hotels based on its evaluation of services and facilities, thereby ensuring that customers can make informed choices.

#### 12) OUR RESPONSIBILITIES

We are liable for damages to clients incurred through a total or partial breach of contract for which we, or a supplier acting on our behalf, is directly responsible, unless the reason is attributable to the consumer or to factors beyond the provision of services stipulated in the contract, force majeure or unforeseeable or unusual circumstances that the organiser, acting professionally and diligently, could not be expected to prevent or resolve.

The sales agent who handles the booking is contractually responsible only for his performance as a competent intermediary and is not in any way responsible for the organiser's contractual obligations. These responsibilities are set out in the laws and conventions cited above.

#### 13) COMPENSATION LIMITS

Compensation owed by the organisation for damages to the person can not in any event supersede parameters prescribed in international conventions:

the Warsaw Convention of 1929 concerning international air transport in the text modified in The Hague in 1955; the Berne Convention concerning rail transport; the Brussels Convention 1970 regarding travel contracts and organisers' responsibilities. In any case the limit of compensation will not surpass the sum of "2000 gold Francs Germinal for damage to things" (Civil travel code article 13 n° 2) and of "5000 gold francs Germinal for any other damage" and for those outlined under article 1783 of the civil code.

#### 14) OBLIGATION OF ASSISTANCE

The organizer is obliged to provide measures of assistance in accordance with their professional responsibilities, but only as defined by law or specified within the contract. The Organiser and their agents are exonerated from their respective responsibilities (articles 14 & 15) in unusual or unforeseen circumstances, cases of force majeure, or when there has been a violation of the terms of contract attributable to the client or a third party.

#### 15) CLAIMS AND COMPLAINTS

Travellers should notify the organiser of any failures to comply with the contract without delay, so that Basket Viaggi, our partners or representatives, can seek to redress their problems immediately. You will need to send notification of your claim or complaint, via recorded delivery with a record of receipt, either to us or the sales agent who sold you the package tour, up to, but not more than 10 working days from the date of re-entering your place of departure.

#### 16) FUNDED GUARANTEES

In the event of the sales agent or organiser responsible failing or becoming insolvent, travellers may draw on a fund set up by decree of the Presidente del Consiglio 23/07/ 99 n° 349 G.U n° 249 of 12/10/99. In accordance with provisions under article 21 of the aforementioned decree 111/95

Travellers are entitled to a) reimbursement of sums already paid b) repatriation, should this occur when tour participants are abroad.

The fund must also make money immediately available to those forced, in cases of emergency, to return from countries outside the European Union, irrespective of whether this need can be attributed to the behaviour of the organiser.

#### 17) TREATMENT OF PERSONAL DATA

In accordance with the decree covering the protection of personal data 196/20033, all information supplied by travellers will be forwarded exclusively in the context of the following: hotel accommodation; travel arrangements; services and improvements directly related to the smooth running of the aforementioned, alongside legal, banking and insurance services.

You may exercise your right under article 7 of decree n° 196/2003 to adjust, include or cancel data supplied, by instructing the organisation responsible – Basket Viaggi via Garibaldi 11, Villasanta ) LAWS 269/98

Basket Viaggi is obliged to inform you in accordance with art. 16 of the law 30 August 1998 N° 269 that the Italian law punishes with imprisonment,

those who commit crimes relating to child prostitution or pornography even when they are committed abroad.

19) ADDENDUM: General Terms and Conditions for Contracts of Sale for Individual Tourist Services

A) LEGAL REGULATIONS

Contracts intended to provide single services such as transport facilities, accommodation or additional tourist services do not constitute 'package tours' and are governed by the Civil Code regarding travel: articles 1, n° 3 & n° 6; articles 17-23 & 24-31).

B) CONTRACT CONDITIONS

The following clauses from the general terms and conditions that govern the sale of package tours mentioned above do apply however to single service contracts: article 3 subsection 1; articles 4-8, article 9 subsection 1; article 10; article 14 subsection 1; articles 15 & 17. The application of these clauses does not imply however that single service contracts are in any way further subject to regulations governing package tours, organised travel etc. They are regulated by legislation that corresponds to the sale of individual tourist services such as accommodation etc.

## Terms & Conditions for only tickets purchase:

All ticket prices are in Euro Currency. Ticket prices and availability are subject to change at any time. A confirmation receipt will be issued upon full payment.

Basket Viaggi reserves the right to provide upgrades on all ticket orders at no extra charge to the customer. Ticket deliveries are guaranteed no later than the day before the event unless stated otherwise, however every effort will be made to deliver tickets as early as possible. All tickets will be delivered by TNT Express Courier, Basket Viaggi will not be responsible for any weather delays, event postponements, event cancellations, lost or stolen tickets.

In case of strikes, with cancellation of performances, we will refund the face value of the tickets only. **Purchased tickets cannot be refunded or exchanged.**

Basket Viaggi is an independent, privately-owned company engaged in the service of finding and providing tickets for admission to any and all concerts, sporting, and theatre events in Italy. We are not affiliated with, nor do we have any licenses or strategic alliances with, nor are we authorized by any box office, promoter, venue, theatre, stadium, hotel, sporting team or sporting association. All and any copyrights, trademarks, trade names used within this web site are for descriptive purposes only. We are not acting on the authority of or by the permission of any of the above mentioned entities. We are able to provide access to tickets for events through our contacts and various sources. Our prices are much higher than the face value of the tickets. This reflects the degree of difficulty, and, of course the cost of obtaining tickets.