

General Contractual and Travel Terms and Conditions

1. The term travel package

The contract among the client and the travel organisation Arbaspàa srl is based on Art. 2 N. 1 ordinance n.111 dated 17/03/1995 of the directive 90/314/CEE. As travel packages are to be considered holiday or business trips as well as so called „all inclusive“ packages that include at least two of the following elements:

a) transportation

b) accommodation

c) touristic services which do not include transportation or accommodation and form however a significant part of the package.

2. Legal requirements

The purchase and sale of travel packages has been regulated by the L. 27/12/1977 n°1084 dated 23.04.1970 of the international convention of Brussel on travel contracts (CCV).

3. compulsory information

The organization obligated to realize an exact description of the services of the package including the following elements:

- the data of the tour operator

- the number of the liability insurance policy

- the validity of the offer

- modality and conditions regarding the change of services.

The publications via internet and newsletter are no binding offers and can be changed at any moment. The offer transmitted to the client at the moment of the booking is decisive.

4. Bookings

Bookings are made directly by the customer (or through tour operator, hotel, etc., with which Arbaspàa srl collaborates) by completing the provided booking form in every detail. The booking is to be considered confirmed with the written booking confirmation that Arbaspàa sends to the client.

5. Rates

The prices of the package are determined in the offer. All the rates are, unless otherwise specified, expressed in the local Euro currency and they are valid per person in double occupancy. They include local taxes and VAT. Supplements for single occupancy and others are listed separately. For the conditions of price changes see point 7.

6. Payment

Upon receipt of the booking confirmation, a deposit of 30% of the package must be immediately paid insofar as nothing to the contrary is mentioned in the offer or in the sales documents. The balance has to be paid at least 50 day prior to the departure of the booked trip. If the payments within the required terms are not made promptly, Arbaspàa srl may, after the fruitless lapsing of a brief extension period, refuse to render performance and cancel. Arbaspàa may further claim for damages caused by the failed payment and the consequential cancellation of the trip. .

6b) short-term bookings: If you book your trip less than 51 days before departure, the entire invoiced amount shall become immediately payable.

7. Changes

7.1. Rates:

Up to 20 days prior to the departure in case of unforeseen increases of the single costs for our services (such as admission tickets, fuel for boats, airplanes, cars or buses, train tickets or other), due to new taxes and levies or due to currency fluctuations the rates will be updated and the customer will be immediately notified in writing. The published prices do not include tips and anything else that is not explicitly specified in item “the price includes”.

7.2. Changes of the program

Arbaspàa expressly reserves the right to alter the sales documents, service specifications and prices before your booking. In these cases, Arbaspàa shall notify you of these changes before the contractual agreement is concluded.

Arbaspàa reserves the right, also in your interest, to modify the programme or individually-agreed services (e.g. lodging, transport, airlines, etc.) if unforeseeable or non-applicable circumstances require this. Arbaspàa shall endeavour to offer you comparable replacement services. Arbaspàa shall notify you as soon as possible of such changes.

In case that essential services of the trip cannot be guaranteed after the departure of the trip Arbaspàa is obligated to find adequate alternative solutions without charging the client a higher price . In case an alternative solution cannot be found or the offered solution cannot be accepted by the client because of serious and comprehensible reasons Arbaspàa provides transportation to the departure point of the booked trip. This will be possible only if this is the only acceptable and objectively reasonable solution.

Changes requested by the client after the booking confirmation are only acceptable by Arbaspàa if they are realizable within a reasonable limit. Every additional cost caused by this changes have to be paid by the client.

8. Special requests

Special requests shall only then become a contractual component if they have been unconditionally approved by Arbaspàa or by your booking agency.

9. Liability

Arbaspàa srl only operates as intermediary between the travellers and the organizations or people that offer the services indicated in the itineraries, such as: accommodations, transport companies (including flights, buses, trains, etc), boats, guides, restaurants and all other suppliers. As a consequence, Arbaspàa srl will not be deemed liable for any lack of the services purchased through the same, as well as for possible accidents, damages, injuries, delays or irregularities that could occur during the services, to the customers undertaking the tour, including luggage and personal objects.

Any possible claim for inconveniences, lack or insufficiency shall be immediately notified during the service, to give the suppliers the

possibility to take suitable measures. Any possible request of refund or indemnity must be received by Arbaspàa srl within 7 days from the date the service was enjoyed and/or prior to the date foreseen for the service.

Arbaspàa shall compensate you for the value of agreed services which have not been rendered or been rendered improperly or your additional expenditures insofar as it was not possible for Arbaspàa's travel management or the service provider to provide comparable replacement services in situ. If international conventions or applicable national laws contain restrictions on or exclusions of compensation for damages resulting from non-performance or improper contractual fulfilment, Arbaspàa may avail itself of these provisions and shall be liable only insofar as liability exists in accordance with these conventions and laws.

International conventions with liability restrictions or liability exclusions shall be valid—particularly with regards to transportation (travel by airplane, by ship, etc.).

Arbaspàa shall not be liable if the non-performance or improper fulfilment of the contractual agreement is attributable to the following reasons:

- a) To actions or failures to act upon the side of the client before or during the trip
- b) To unforeseeable or unavoidable failures to act upon the part of a third party who is not involved in the rendering of the contractually-agreed service
- c) To force majeure or an event which Arbaspàa, the intermediary or the service provider could not foresee or avoid.

In these cases, any obligation to pay damage compensation upon the part of Arbaspàa shall be excluded.

For personal injury, death or illness during the trip which results from the non-performance or improper fulfilment of the contractual agreement, Arbaspàa shall be liable insofar as the damages have been caused by Arbaspàa or its service providers. International conventions shall be valid.

Arbaspàa shall not be liable if the non-performance or improper fulfilment of services where Arbaspàa has acted only as intermediary not as supplier (for example tours, activities, additional programs, guided visits etc.). With regards to property damage and financial losses which arise from the non-performance or improper fulfilment of the contractual agreement, the liability of Arbaspàa shall be limited to a maximum of two times the arrangement price per person unless the damages have been caused through intentional wrongdoing or gross negligence; any lower liability limits and liability exclusions prescribed in international conventions shall be valid.

We wish to expressly point out to you that you yourself shall be responsible for the secure safekeeping of valuables, cash, jewellery, credit cards, photographic, video and communications equipment, etc. Any valuables, etc. should be kept in the safe in the hotels. In no cases should you leave these objects unattended or in a vehicle attended by only one driver during transfers or excursions or leave them anywhere else unattended. We shall not be liable in the event of the theft, loss, damage or misuse of checks and credit cards which go missing, the theft of cash, etc.

In wildlife reserves and national parks, accommodations are often not surrounded by fences and the animals can move freely. Each traveller is aware of this risk and is visiting these areas at his own risk. Usually, you will may a form to sign upon your arrival on-site in certain safari areas. This form releases the management of the safari company from any liability in the event of accidents involving vehicles and animals. By means of your signature, you are confirming that you, your relatives and your heirs hereby waive all damage compensation claims. No damage compensation claims may also be asserted against Arbaspàa. We thus urgently recommend that you conclude corresponding travel insurance.

10. Obligation to co-operate

As participant of one of our trips you are obligated to contribute as much as possible to the success of the trip. Especially you are obligated to respect and act upon the orders and instructions of the guide, the driver or any further authorized person. In the travel documents there may be included advices for a correct behaviour in certain situations which have to be respected. From participants of group trips we expect that they integrate themselves in the group.

11. complaints and cancellations

If the trip does not fulfil the contractual agreement or you suffer damages, you shall be entitled and obliged to promptly report this defect or these damages to the travel management of Arbaspàa or the local service provider and demand a free-of-charge remedy. Arbaspàa or the local supplier shall endeavour to provide a remedy within a timeframe that is appropriate for the trip. If, within this timeframe, no remedy is provided or no remedy is possible and/or sufficient, obtain written confirmation of the defect or the damages about which a complaint has been made and the failure to provide a remedy upon the part of the travel management or the service provider. The travel management or the service provider shall be obliged to fix in writing the factual circumstances and your complaint; however, they shall not be entitled to recognise any damage compensation claims. If the remedy should trigger excessive costs or disproportionate expenditures, Arbaspàa may refuse to provide the remedy. Any additional costs shall be assumed by the traveller. In the case of force majeure as well, Arbaspàa may refuse to render remedial action and any additional costs shall be assumed by the participants. Insofar as you wish to assert claims for defects, reimbursements or damage compensation, etc. against Arbaspàa, you must submit your complaints in writing within 10 days after the end of the trip. If you should not report a defect, damages, etc. during the trip and demand remedial action and/or assert such claims to Arbaspàa in writing within 10 days after the contractual end of the trip, then you shall lose and forfeit all rights Arbaspàa.

12. Cancellations and refunds

Any cancellation shall be done in writing. In case of cancellations by customers, the following penalties will be applied:

5% penalty up to 90 days prior to the service booked

25% penalty from 90 to 51 days prior to the service booked

40% penalty from 50 to 32 days prior to the service booked

50% penalty from 31 to 17 days prior to the service booked

60% penalty from 16 to 8 days prior to the service booked

100% penalty from 7 days prior to the service booked

Cancellations sent by fax or email to Arbaspàa's server in the following hours, will be considered: Monday – Saturday 9:00 a.m. – 6:00 p.m.. For cancellations sent at night or on a Sunday or a national holiday, the following working day will be considered, for receipt purposes.

13. Cancellations by Arbaspàa srl

All the offered tours are subject to a minimum number of participants indicated in the offer, that the customer declares to know. Should this number not be reached within 24 hours before the service, Arbaspàa srl has the right to cancel the tour. In this case, the people registered will be refunded the price paid for the tour. In any case, Arbaspàa srl will offer suitable alternative solutions, booking the customers on alternative activities, or offering the same activity with a lower number of participants and with some modified services.

Due to bad weather, inconveniences or causes not ascribable to Arbaspàa srl, some services (such as panoramic flights, paragliding, boat excursions) may be cancelled. Arbaspàa srl agrees to keep constantly updated on the weather conditions in order to promptly notify possible problems or cancellations of the tour. In case of impossibility to go on the tour, the customers have exclusively the right to be refunded of the price paid.

14. Travel insurance

Some of our trips go into remote regions. In an emergency, very high hospital costs, rescue costs, etc. may occur. Arbaspàa strongly recommends that you take out sufficient insurance coverage such as luggage, photographic equipment, travel accident or medical insurance. Return trip cost insurance which, in an emergency, pays for an evacuation from a safari region or another remote region, a local hospital stay and the return trip costs to your home must be concluded for all our trips.

15. Entry, Visa and Health Directives

In the sales documents for the booking, you will find the information about passport and entry directives. As a rule, these data shall be valid for Italian citizens. If you are citizens of other countries, please disclose your nationality during the booking so that or the booking agency can inform you of the corresponding directives.

If travel documents must be issued or renewed or a visa must be obtained, you yourself shall be responsible for obtaining them. If a travel document should not be received or is issued too late and you must cancel the trip, the cancellation terms and conditions shall be valid. The travellers themselves shall be responsible for entry, health, customs and foreign currency directives. Before your departure, please ensure that you have all required documents in your possession. It is urgently recommended that the traveller obtain the advice from a tropical institute and/or a family physician regarding vaccinations, health directives and preventative health care. Arbaspàa wishes to point out to you that you must pay the return trip costs in the event that are refused entry into the respective country being visited. Arbaspàa expressly wishes to likewise point out to you the legal consequences of bringing banned goods into the respective country being visited.

16. Competent court

Each and any controversy arising from this agreement, will be subject exclusively to Italian laws and devolved to the exclusive jurisdiction and competence of the Court of La Spezia, Italy.

Arbaspàa srl. has contracted the following liability insurance police:
ASSICURAZIONI ITALIANA - polizza n. C25/07/88