

“GENERAL TERMS & CONDITIONS” FOR ACCOMMODATION AND OTHER SERVICES

BASIC CHANNEL RUN BY PROMOFALCADE DOLOMITI

1. General Terms

- 1.1 The booking platform is a technological system which acquires and convert the on line and off line reservations. It's run by PromoFalcade Dolomiti Scarl through the “search & book “ areas set on the web sites of the Society, of Veneto Region and on the partner web sites. According to the availability of PromoFalcade Dolomiti as an accredited subject (here below as “Organization”) recognized by the Region law.
- 1.2 These “Booking Terms&Conditions” (here below Ts&Cs), rules the agreements between User/Client and the provider selected through the “Search & Book “ areas. Reservations run by the “Organization” directly on the above mentioned web sites.
- 1.3 These Ts&Cs are available to the User during the reservation process in the “Search & Book “ area, on the above mentioned web sites and with a specific remind to these web site under the “General Terms and Conditions”.
- 1.4 The provider will be able to add any other personal policies terms related to his services. In this case they will be shown to the User during the booking process.
- 1.5 If these last policy rule the same aspects, the General Ts&Cs will always prevail on the supplier's.

2. Definitions

- **User:** the person who enters this web site and the above mentioned web sites of the “Organization” and/or the “Search & Book” area for the availability and Booking Ts&Cs check, to send info requests, till the finalisation of the booking agreement.
- **Client:** the phisical or juridical person who, as a user, book services through the “Search & Book” area run by the “Organization” on the web site of the Society, of the Veneto Regione, and on the partner web site. In this way he becomes Client of the Supplier.
- **Provider:** the person who produces or sells the services linked to the regional tourist offers, he has signed up an agreement with the “Organization” for the promotion and the gathering of the reservations received on the above mentioned web sites and he gets client's confirmation through the “Organization”.
- **Organization:** in this case it's **PromoFalcade Dolomiti Scarl**, it's the accredited society with the technical and esecutive managment of the booking area through the “Search & Book” on the web site of the Organization, the Veneto Region's and the partners'.
- **DMO, RETE D'IMPRESA, MARCHIO D'AREA, CONSORZIO, ETC...:** these are societies whicha are accredited by Veneto Region to design the local tourist experiences and gather the services availability together with the providers, giving them the possibility to be on line on the regional booking platform run by the “Organization”, and in this case in the “Search & Book” area on the above mentioned web sites.
- **Booking Platform:** it's the platform for the technical management of the bookings and tourist services in general, according to the availability of the “Organization”
- **Related and partner web sites:** these are the web sites which offer info and the booking system for the experiences and services host in the “Search&Book” area of the “Organization”

- **Information:** these are all the info and the contents about the services which can be booked through “ Search&Book” area or Booking Platform, put on line by the “Organization” as per the agreements signed by the Organization and the Providers, which contains the description, the characteristics, the services which can be available on line, prices and offers, photos and all other info which the provider agrees to put on line.
- **Booking:** any order of a tourist service selected or requested by the User/Client through the platform and through the different providers of the “Organization”
- **Booking confirmation:** the communication with which the “Organization” confirm the User/Client the finalisation of the reservation of the services requested of one or more Providers. The e-mail are automatically generated by the system of the platform and they are sent both to the Client and the Provider.
- **Cancellation Policy :** these are the terms for the cancellation of the booking, according to which the “Organization” gets the requests of cancellation and confirm them at the Client and the Provider.
- **No show:** This is the *no show* of the client at the Provider of the reserved services.
- **Cancellation fees, and/or no show:** These are the fees which the Client accept when he make a reservation and which will be applied in case of cancellation or no show, related to these Ts&Cs.
- **Overbooking:** it happens when the Provider accepts accidentally or for technical problems more reservations than the availability he has.
- **Services:** tourist services, and its intrinsic services, as defined by DL. 62/2011- and in the Dir. UE 2302/2015, which are not related to tourist packages or services related to them and therefore which can be submitted by the consumers protection rules – Codice di consumo DL 206/2005.

3. Object

- 3.1 Ts & Cs on these pages rule the access of the User/Client and the on line operation on the booking platform of the “Organization, a technology which supports the finalisation of the contracts which have as a subject “ tourist services/experiences and their intrinsic services” (here below “Services”), which are booked and confirmed on line directly to the Providers through the Booking Platform of the web sites run by the “Organization” and the related and partners sites. Services which are uploaded with the possibility of booking by the Providers or by DMO, Rete d’Impresa, Marchio d’Area, Consorzio etc... which are responsible for its own area.

4. The Booking Platform: roles and competence of the different actors

- 4.1 **PromoFalcade Dolomiti SCARL**, as “Organization” recognized by LR Veento n. 11 del 14.06.2013, started and run its own booking platform for the acquisition and conversion of tourist reservations.
- 4.2 The Booking Platform run only the technical and working aspect, as it’s not part of the commercial agreement between User/Client and Provider.
- 4.3 The “Organization” has a neutral role respect to the commercial agreement signed directly by the User/Client and the Provider, through the “Search & Book” on the web site.

- 4.4 The “Organization” has not any pre-contractual or contractual liability towards the User/Client, relating to the reservation sent through the booking areas directly to the providers, as for example the non confirmation of the booking contract and acquisition of the requested services, non fulfillment or delay in the availability of the offered and requested services.
- 4.5 The “Organization” has not any liability in case of nonfulfillments, lawless or damages between the parties or towards a third party related to the services reserved and confirmed through the Booking Platform.
- 4.6 Both the User/Client and the Provider will be able to inform the “Organization” about any problems related to the reservation, in order to stop or solve the Nonfulfillment and lawless.
- 4.7 The use of the Booking Platform by the User/Client, for the bookings through “Search and Book” area, happens on the above mentioned web sites and in particular to this site, or even through “related or partner sites”.

5. Contract and its finalization on the Booking Platform

- 5.1 Through the “Organization” and the booking areas on its web site, the user finalizes a booking and sale contract with the provider chosen on the booking platform, having as a subject the booking and supply of “Services” and any extra services which the provider agrees to offer to the client. All this for a price which must be shown on line on the booking areas and on the confirmation voucher issued by the Booking Platform for any different trade channel.
- 5.2 The provision of services involve the use of the booked services with the quality described on the booking areas and as they are uploaded by the providers or by the DMO, Rete d’Impresa, Marchio d’Area, Consorzio etc... who received precise authorization by the “Organization”
- 5.3 The booking of the Services, chosen and required in a binding way by the User/client on the booking area are definitive per art. 1329 and 1331 of the Codice Civile, except for any cancellation policy and penalties described during the booking process. The request for the booking confirmation is followed by a message of confirmation (e-mail) sent automatically to the Client by the booking Platform run by the “Organization”. It sums up, for the two parties, the list of services, the terms and condition for booking, prices, way of payment, cancellation policy and penalties and all the info claimed in the art. 13 of D. lgs 70/2003.
- 5.4 If the request is rejected by the provider due to overbooking or any technical problem (internet or electricity problem..), the Provider will communicate the Client as soon as possible an alternative or the cancellation of the booking.
- 5.5 During the process of the confirmation, the Client accepts to give his credit card/bank details as a Guarantee of the booking and he authorizes the charge on his own bank account or cc circuit of any penalty for cancellation as described by the Organization or Provider policy as pointed out during the booking process and accepted by the User/Client.
- 5.6 At the end of the booking process, the Provider is directly committed to the User/Client to provide the “Services” booked and confirmed through the booking areas on the regional Platform run by the “Organization”; the User/Client is committed to the Provider as per the actual Ts&Cs and what claimed in the booking confirmation.
- 5.7 The booking of the Services may happen, exceptionally, also via off line channel run by the Organization, phone or e-mail. Also in this way the User/Client will receive a written answer from the Provider on the contacts left during the booking process.

- 5.8 The “Organization” won’t give any consultation, but it will only let the services of booking be available to the User/Client.
- 5.9 The on line order of the Providers is random and it does not follow any criterion of classification or quality as the selected providers are the result of the User’s search on the booking platform, according to the available “Services as per the following criterias: period, typology of service numbers of participants.

6. Description and booking details

- 6.1 The info about the selected “Services” which the User/Client wants to book are included in the web pages available during the booking process, included the acceptance of these Ts&Cs, the acceptance to give the credit card as a guarantee and the authorization to withdraw any penalties for late cancellation or no show and the privacy acceptance before the definite booking confirmation.
- 6.2 The info describes the provider activity, the services available on line, the images and any other images issued by the Organization, the DMO, Rete d’Impresa, Marchio d’Area, Consorzio etc...The booking details are about the availability of the services, the selected items of the User/Client, to the request sent to the Provider and to the beginning and end of the services, to the requested services, the participants, their typology, the prices, the Ts&Cs and any specific policy issued on the Platform, to the cancellation policy the penalties and any other info regarding the booking.
- 6.3 All the info regarding the Providers are published on line on the booking web site by the Provider or by the “Organization”, DMO, Rete d’Impresa, Marchio d’Area, Consorzio etc... through a specific agreement signed with the “Organization”
- 6.4 The Provider is the only responsible towards the User/Client about the validity and accuracy of the info included in the contract and published on line by the “Organization” about:
- Its content, nature, accuracy, validity, updating, legality, and quality of the services
 - The right to use any material/files given by the Provider to the “Organization” with the contract to be published on line by Regione Veneto or “Organization”
 - The respect of any legal commitment linked to its activity or at the finalization of the booking contract between the User/Client and the Provider
- 6.5 The booking Platform has only to show the infos as they are without any check and in this way the “Organization” is for no reason responsible for any damages or losses the User/Client can have related to the booking

7. Credit card as a guarantee with authorization of charge for any penalties

- 7.1 The “Organization”, as it is not an intermediary nor a seller, does not accept any on line payment to the “Organization” regarding the bookings finalized with the Providers. It asks the User/Client the details of a credit card as a guarantee.
- 7.2 The on line management of the the User/Client’s credit card has the only purpose of verifying the number and validity of the card and if the amount requested is available on the card. As an alternative

to the credit card the Provider can ask for a deposit or the total payment to be paid with different ways of payment or to be charged with special authorization from the User/Client to the Provider.

- 7.3 The payment of the “Services” booked with the card given as guarantee or any other way of payment arranged by the User/Client and the Provider, and any cancellation penalties or no show, will always be paid to the service Provider, both for the services booked on line and any other services or extra used during the service itself.
- 7.4 During the booking process and just before the definite confirmation, the system will ask the User/Client to accept also the automatic charge on the card given as guarantee, of any penalties due for cancellation or no show of the booked services.
- 7.5 The “Organization” is not responsible if the communication of the credit card details does not succeed for temporary impossibility to enter the data not due for any reason to the “Organization”.
- 7.6 The acceptance of these Ts&Cs is the authorization for the bank to use the data entered by the Client in case of penalties.
- 7.7 The data entered by the Client are handled by on line system which respect the PCI DSS Standard (Payment Card Industry Data Security Standard). All these processes transmitted on the web are protected by the SSL security protocol.
- 7.8 The credit card details will be transmitted to the Provider on line together with the booking confirmation: they will be used only in case of any penalties accepted by the Client during the booking confirmation.
- 7.9 Except for the law obligation, the entered data will be cancelled as soon as the agreement will end.
- 7.10 The “Organization” is not responsible for any steal or violation of the credit card data by a third party during the booking process, unless this violation is due to any fault or fraud of the “Organization” itself.
- 7.11 No guarantee, no penalty, no authorization of charge is expected and requested for services provided by Providers which are not affiliated to the “Organization”.

8. Access to the services

- 8.1 As per the “Services” the Client has the right to access the booked services keeping in consideration the Ts&Cs on these pages, and to the Provider’s on the on line booking areas under the “policy” and “ts&Cs” section. And also considering all the Ts&Cs published on line on the web site of Regione Veneto, and partners’.

9. Withdrawal and cancellation of the booking – no shows

- 9.1 As per the art. 55 comma 1 lett. B) of D.Lgs n. 206 dated 06/09/2005 (Consumer Code), the right of withdrawal, as established by art 59 of the Consumer Code is not permitted by the supply contracts. The cancellation of the booking by the Client, is ruled by the Ts&Cs on these pages.
- 9.2 If the User wants to cancel the booking, he will have to write a communication to the Provider (via e-mail or phone). He will get back a confirmation of the cancellation.
- 9.3 If the Provider wants to charge the penalty accepted by the Client at the booking time, he will have to inform the Client.

10. Service replacement: over booking for fortuitous event or force majeure

- 10.1 After the booking confirmation the Provider is directly committed to the Client and he can not withdraw nor cancel the booking, as he has to offer the service booked, except if the booking has become impossible due to a fortuitous event or force majeure, and except the non-fulfillment of the User ruled by the rescissory terms claimed in the contract.
- 10.2 In this case the contract with the Client is dissolved and the Provider has to give back what he received from the User as deposit for the booking or to charge any penalties as stated in the contract
- 10.3 Nevertheless, if the Client agrees, the Provider can offer another solution, which must be the same or better than the first booked.
- 10.4 If the booked service is not available due to Overbooking or for other reasons caused by the Provider, this has to offer an alternative to the Client which must be the same or better to the first booking. Any extra costs will be charged to the Provider. If the Client does not accept the alternative solution, the booking will be cancelled and the amount paid will be given back to the Client.
- 10.5 If the provider will not be able to find an alternative solution or will not want to with the conditions as above stated has to pay back to the Client the deposit he received.

11 . Client's obligations

- 1.1. During the booking the Client must enter real personal data, as per the age and number of the people interested in the booking.
- 1.2. Except for the communication of cancellation which must be entered on line on the booking area of the "Organization", any other request or communication of modification, specification or any variation of the service done after the booking confirmation must be written to the Provider who can confirm or not the request or arrange any modification as he likes .
- 1.3. The Client has to pay directly the Provider as stated by the Ts&Cs of these pages.
- 1.4. In case of using any unusual electric devices the Client has to ask the permission to the Provider
- 1.5. For any damages caused by the Client the Provider will adopt the general rules of damage compensation. The Client is responsible for any event or act which is directly or indirectly charged to him (or caused by people under his responsibility) and which cause damage to the Provider.

12. Provider's rights

- 12.1 If the number or age of the people stated at the moment of the booking of the service is different at the moment of the usage of the service, the Provider can ask for the extra surcharge. If the Client does not agree the Provider can cancel the booking, keeping the money as penalties.
- 12.2 The Provider can ask the Client to leave his location if:

- ◆ The Client use the locals in a wrong way, or in case of bad manner which cause problems to the other clients. In case of illegal behaviour against the Provider, the other clients, the staff or any other people who stay in the same bulding
- ◆ In case of contagious desease
- ◆ In case the Client does not pay as arranged

13. Provider's Obligations

13.1 The provider has to offer the "Services" according to the quality standard appropriate to the typology of the service.

14. Animals

14.1 Usually animals can not use the services unless the Provider gives the authorization on payment. This authorization has to be considered by the Client when he books a service, selecting services which can be used by animals and are available and authorized.

15. Responsibility

15.1 The User/Client knows and accepts that no responsibility can be charged on the "Organization" (OGD, Rete d'Impresa, Marchio d'Area, Consorzio ...):

- For lack of bookings through the booking platform of the "Organization", for any wrong booking, for any direct or indirect damages caused by the impossibility of using the platform not caused by the "Organization", or for any direct or indirect damages caused by the illegal use by third parties.
- For any non fullfilment or delay in the fullfilment of the finalization of the contract between the Client and the Provider. The "Organization" wil not be responsible in any case for the overbooking.
- For the data and contents entered in the system by the Provider, even via DMO, rete d'Impresa, Marchio d'Area, consorzio...The Provider is teh only responsible for the accuracy, translation and updating of the on line data on the Booking Platform of the "Organization", as well as per the prices, other up loaded services, the quality of the services, the info, the photo and video published
- For any failure in charging the price on the credit card, due to lack of money on the card or for other reasons happened after the booking

16. Suspension of the access to or usage of the Booking Platform

16.1 The User knows and accepts that the “Organization” will be able or will have to suspend, temporarily or definitively, the access and usage of the Booking Platform if:

- There is a fortuituos event or force majeure
- It is ordered by the regional Authority or any Supervisory Authority
- There are any maintenance or improving or repairing work

16.2 in the last point the “Organization” will guarantee the regular access to the platform within 48 hours, if the break is caused by the “Organization” and this is authorized at the reactivation

17. Applicable law and Forum

17.1 The Ts&Cs in these pages and the single terms of the Provider are ruled by the Italian Law.

17.2 For any dispute may occur about the execution, the interpretation and/or validity of the Ts&Cs in these pages or for any other matter connecte to them, these will be governed by the Italian law.

17.3

- In case the user is a Tourist Consumer the dispute will be ruled by the law of the town where the Consumer lives, if this is in Itay.
- If the Client is not a Tourist/Consumer, or he does not live in Italy, the dispute is ruled by the Forum in BELLUNO

18. Place where the services are offered

18.1 The services are offered in the Provider’s locals where they have been booked.

19. Other roles of the Organization

19.1 If the services of the same Provider are part of a tourist package or other linked tourist services, these are not ruled by the Ts & Cs of these pages but will be offered in a different place and with the right reference to the proper law.

SIGNATURE FOR AKNOWLEDGEMENT AND ACCEPTANCE

THE PROVIDER

SIGNATURE FOR AKNOWLEDGEMENT AND ACCEPTANCE

THE CLIENT

With on line flag or ticking in the footnote of the off or on line offer before the confirmation of the booking.

