

General terms and conditions for bookings on the website www.tisnerreisen.it

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1. Terms and conditions

- 1.1. The following general terms and conditions (hereinafter referred to as **"GTC"**) govern the offer and sale of journeys with driver (hereinafter referred to as **"SERVICE(S)"**) via the website www.tisnerreisen.it (hereinafter referred to as **"WEBSITE"**) by the Tisner Group d. Heidrun Grüner, with head office in 39010 Tesimo, Via Zona Produttiva 11, VAT no. 02413830213, e-mail address: info@tisnerreisen.it, tel: 0039 0473 927125, fax 0039 0473 927592, registered in the Commercial Register of the Chamber of Commerce of Bolzano, VVW registration no. BZ-176981, in the person of the legal representative Heidrun Grüner (hereinafter referred to as **"OPERATOR"**), to any person acting outside his or her trade, business, craft or profession, who is capable of acting and of age (hereinafter referred to as **"BUYER"**).
- 1.2. The WEBSITE is therefore intended for business-to-consumer (B2C) transactions as defined by Article 3 of Legislative Decree No. 206 of 6 September 2005 (Consumer Code).
- 1.3. The offer and sale of the SERVICES through the WEBSITE takes place by means of a distribution system organised for distance selling via the conclusion of a distance contract pursuant to Article 45 et seq. of the Consumer Code and of Legislative Decree No. 70 of 9 April 2003 governing electronic commerce (hereinafter **"CONTRACT"**).
- 1.4. The presentation of the SERVICES on the WEBSITE does not constitute a legally binding offer, but rather a non-binding Internet catalogue.
- 1.5. The OPERATOR is the exclusive owner of the WEBSITE and its intellectual property.
- 1.6. The BUYER shall carefully read and take note of these GTC, which are available on the WEBSITE. For this purpose, the GTC are made available to the BUYER for reproduction and storage in accordance with Article 12 of Legislative Decree No. 70 of 9 April 2003.

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2. Object of the contract

- 2.1. The object of the CONTRACT is the sale of SERVICES offered on the WEBSITE by the OPERATOR to the BUYER by means of distance selling through the WEBSITE.
- 2.2. The relevant features of the SERVICES are illustrated on the WEBSITE and are described truthfully, accurately and unambiguously. The characteristics of the SERVICES may differ slightly from the illustrations on the WEBSITE due to technical, perspective and visual limitations.
- 2.3. The OPERATOR undertakes to provide the SERVICES selected by the BUYER after the payment of the corresponding total price in accordance with Clause 6 of the present GTC. Exceptions are cases where the OPERATOR cannot fulfil the CONTRACT due to events beyond its control.

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3. Pre-contractual information

- 3.1. Before concluding the CONTRACT, the BUYER may obtain information on the features of the SERVICES in the appropriate sections of the WEBSITE.
- 3.2. In this context, it also takes particular note of:
 - prices of the SERVICES, applicable taxes and other costs, where applicable;
 - payment methods;
 - travel arrangements and times;
 - right of withdrawal and associated costs;
 - warranty and customer service.

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4. Booking procedure and acceptance of the General Terms and Conditions

- 4.1. The BUYER may book the SERVICE displayed on the WEBSITE directly before the specified registration deadline:
for day trips, guided tours & Arena of Verona: 1 day in advance before 12:00 pm
for trips of several days: 25 days in advance by 12:00 pm
- 4.2. The booking of the SERVICES by the BUYER via the OPERATOR's WEBSITE is made by correctly and fully completing the booking form and the consent to purchase. The booking can be terminated at any time by closing the browser window.
- 4.3. The OPERATOR reserves the right to cancel bookings with irregularities in terms of quantity and frequency of bookings. The same applies to bookings of persons with whom a legal dispute is pending or who have breached the GTC in previous bookings.
- 4.4. The BUYER is required to view and read the GTC in the respective section of the WEBSITE before completing the booking. Transmission of the booking by the BUYER therefore implies full knowledge and acceptance of these conditions.
- 4.5. By clicking on "ACCEPT THE TERMS AND CONDITIONS and PRIVACY POLICY", the GTC are considered accepted and read.
- 4.6. By accepting the GTC, the BUYER undertakes to comply with these terms and conditions in its business dealings with the OPERATOR, and further acknowledges that the OPERATOR is not bound by any other terms and conditions to the contrary, unless such terms and conditions have been previously agreed upon in writing.

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5. Time and place of conclusion of the contract

- 5.1. The CONTRACT is valid at the moment when the BUYER receives an e-mail confirmation of the booking from the OPERATOR. The CONTRACT is deemed to be concluded at the location of the registered office of the OPERATOR.
- 5.2. Pursuant to Article 12 of Legislative Decree No. 70 of 9 April 2003, each incoming booking is recorded in digital format on the server or in paper format at the OPERATOR's premises in accordance with the criteria of confidentiality and data security.
- 5.3. The BUYER is advised to print and keep a copy of the GTC and a description and specification of the service purchased.

§ 6. Price

- 6.1. The prices of the SERVICES listed on the WEBSITE are given in euros. Prices are always indicative and must be expressly accepted by the OPERATOR in the confirmation e-mail.
- 6.2. The sale price of each SERVICE is clearly indicated on the WEBSITE, including the applicable VAT and/or other taxes and duties. The services mentioned in the travel programme are included in the price. For trips lasting several days, the price includes accommodation in a double room. Services not specified (e.g. single room supplement, meals, etc.) are not included in the price. Drinks are not always included in the price. We reserve the right to make changes to the extent that these are necessary for technical reasons; travellers will be informed of such changes prior to departure.
- 6.3. The total price of the reservation is the sum of the sale price of the SERVICE including the applicable VAT and/or other taxes and duties. Upon confirmation of the reservation by the OPERATOR and explicit confirmation of the prices as mentioned in paragraph 6.1, the BUYER shall pay this amount.
- 6.4. In the event of significant price differences due to technical or manual errors in the content, the OPERATOR reserves the right to cancel the booking after a thorough examination of the factual data.

§ 7. Payment methods

- 7.1. Payments by the BUYER may only be made in the following forms, without prejudice to the introduction of other and additional payment methods:
 - Payment in cash or by POS;
 - Payment by credit card. The following credit cards are accepted: VISA, MasterCard, American Express;
 - Payment via Paypal;
 - Payment by bank transfer.
- 7.2. Payments in cash or by means of a POS terminal can only be accepted when the SERVICE is booked at the OPERATOR's premises.
- 7.3. Payments by credit card, Paypal and bank transfer are made via secure channels.
- 7.4. If payment is made by credit card, the total price of the booking will be debited or deducted from the balance of the BUYER's credit card as soon as the booking is made.
- 7.5. If payment is made via Paypal, the total price of the booking will be charged upon confirmation of the booking by the OPERATOR.
- 7.6. In the case of payment by bank transfer in advance, the OPERATOR shall inform the BUYER of the bank details and the date of payment, the reason for payment as well as the payment deadline in the confirmation. If payment is not made within the specified period, the CONTRACT shall be deemed to be terminated, the order shall be cancelled and any services cancelled.

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8. Availability of services

- 8.1. The OPERATOR undertakes to ensure the availability of the SERVICE offered at all times and to indicate this on the WEBSITE. Due to the peculiarities of electronic commerce, there may be a large number of simultaneous bookings and a lack of availability even after the OPERATOR has confirmed the booking, which is why the OPERATOR reserves the right to inform the BUYER in good time of the number of available SERVICES and to refund the amount paid or, in the event of non-availability, to inform the BUYER of the terms of withdrawal.
- 8.2. The BUYER expressly grants the OPERATOR the right to accept the booking even in part (e.g. if not all booked SERVICES are available). In such a case, the CONTRACT shall be deemed to be concluded to the extent specified by the OPERATOR in its confirmation email.

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9. Travel arrangements

- 9.1. The minimum number of participants on our trips is 20 people. If the required number of participants is not reached, the trips will be cancelled. In this case, the amounts already paid will be refunded.
- 9.2. Trips lasting several days are organised with a travel agency.
- 9.3. Explanations and guided tours are held in German.
- 9.4. A valid identity card or passport must be carried on all journeys. Each traveller is responsible for complying with all important rules.

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10. Limitation of liability

- 10.1. The OPERATOR shall not be liable for delays or non-delivery of services due to events of force majeure such as accidents, explosions, fires, strikes and/or lock-outs, earthquakes, floods or other similar events preventing the timely performance of the CONTRACT in whole or in part.
- 10.2. The BUYER may not hold the OPERATOR liable for any malfunctions or interruptions in connection with the use of the Internet that are beyond the control of the OPERATOR, except in the event of fraud or gross negligence on the part of the OPERATOR.
- 10.3. The OPERATOR shall not be liable towards any party to the CONTRACT or any third party for any damage, loss or expense resulting from non-performance of the CONTRACT for any of the above-mentioned reasons.
- 10.4. The OPERATOR shall not be liable for the fraudulent and illegal use of credit cards, cheques and other means of payment by third parties for payment of the ordered SERVICE if he can prove that he has taken all necessary precautions with due care according to the current state of knowledge and experience.
- 10.5. The OPERATOR shall not be liable for the incorrect issue of accounting and tax documents and for late and/or non-executed deliveries or for additional costs incurred by the BUYER due to false, incorrect or fictitious information provided by the BUYER.
- 10.6. The OPERATOR shall not be liable for the total or partial lack of availability of the SERVICES, except in the case of wilful misconduct or gross negligence.

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11. Customer service

- 11.1. In the event of any questions, complaints or suggestions, the BUYER may contact us by e-mail at info@tisnerreisen.it. In order to ensure that questions, complaints or suggestions are dealt with quickly, the BUYER must describe the problem as precisely as possible and send a copy of the booking documents, indicating the booking and customer number.

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12. Obligations of the buyer

- 12.1. The BUYER agrees to pay the total price of the reservation in accordance with Clause 6 at the time and in the form specified in the CONTRACT.
- 12.2. Upon completion of the booking process, the BUYER shall print and keep these GTCs already accepted at the time of booking and the SPECIFICATIONS OF THE SERVICE booked in order to fully comply with the terms and conditions of the Consumer Code.
- 12.3. It is strictly prohibited for the BUYER to provide false and/or fictitious data when registering via the relevant online form. For personal data and e-mail addresses, only real data may be entered, not third-party or fictitious data. The BUYER therefore assumes full responsibility for the accuracy, truthfulness and completeness of the information entered in the registration form at the time of booking.
- 12.4. The BUYER releases the OPERATOR from any liability for the issue of incorrect accounting and tax documents due to false, incorrect or incomplete information provided by the BUYER, who is solely responsible for the correct entry of data.

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13. Right of withdrawal

- 13.1. Without prejudice to the rights and obligations set out above, the BUYER shall be entitled to withdraw from the CONTRACT concluded pursuant to Article 41 of the "Tourism Code", attached to the Legislative Decree No 79 of 23 May 2011.
Conditions for withdrawal:
Day trips and guided excursions can be cancelled free of charge up to 1 day in advance by 10 a.m.
Trips lasting several days and to the Arena di Verona can be cancelled under the following conditions:

up to 25 days before the start of the trip:	no cancellation fee
from the 24th to the 20th day before departure:	15% of the price
from the 19th to the 15th day before departure:	60% of the price
from the 14th to the 7th day before departure:	80% of the price
up to 6 days before departure:	100% of the price

Any cancellation must be communicated to the Tisner Group d. Heidrun Grüner, with head office in 39010 Tesimo, Via Zona Produttiva 11, e-mail address: info@tisnerreisen.it, tel.: 0039 0473 927125, fax 0039 0473 927592.
- 13.2. If the BUYER wishes to exercise its right of withdrawal, it shall notify the OPERATOR of its decision to withdraw from the CONTRACT by means of a cancellation request at the time of the booking. The OPERATOR shall examine the cancellation request and subsequently inform the BUYER of the outcome of its request.
- 13.3. In order to comply with the cancellation deadline and to exercise the right of cancellation, it shall be sufficient for the BUYER to send the relevant notice before the cancellation deadline expires. The burden of proof regarding the proper exercise of the right of cancellation shall lie with the BUYER.
- 13.4. The refund shall be made without delay after verification of the compliance of the SERVICES and in any case within 14 (fourteen) days from the date on which the OPERATOR has been informed of the BUYER's decision to exercise the right of withdrawal, using the same means of payment used by the BUYER in the original transaction, unless otherwise expressly agreed upon with the BUYER.
- 13.5. Upon receipt of the notice by which the BUYER informs the OPERATOR of exercise of the right of withdrawal, the parties shall be released from their respective obligations, without prejudice to the provisions of this article.

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14. Communications

- 14.1. Unless expressly stated or provided for by law, communications between the OPERATOR and the BUYER shall preferably be made by e-mail to the respective e-mail addresses, which are considered by both CONTRACTING PARTIES as a valid means of communication and the use of which cannot be challenged in court merely because they are electronic documents.
- 14.2. Written notices to the OPERATOR and any complaints are only valid if they are delivered to the address of the Tisner Group d. Heidrun Grüner, headquartered in 39010 Tesimo, Via Zona Produttiva 11, or sent by e-mail to: info@tisnerreisen.it, tel.: 0039 0473 927125, fax: 0039 0473 927592.
- 14.3. Each CONTRACTING PARTY may change its e-mail address at any time for the purposes of this Article, provided that it immediately informs the other CONTRACTING PARTY thereof in the manner indicated in the preceding paragraph.

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15. Processing of personal data

- 15.1. The BUYER expressly declares that it has read and accepted the information letter on the processing of personal data of the OPERATOR available in the respective section of the WEBSITE.

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16. Dispute resolution and jurisdiction

- 16.1. In case of any dispute arising out of or in connection with the present CONTRACT, the parties shall jointly seek a fair and amicable solution.
- 16.2. Pursuant to EU Regulation No. 524/2013, the BUYER is informed by the OPERATOR that an EU online dispute resolution platform (ODR platform) has been established and can be accessed at the following link: <http://ec.europa.eu/consumers/odr/>. The ODR platform provides a contact point for BUYERS wishing to resolve disputes out of court in the context of online sales contracts or online service contracts. For this purpose, the e-mail address of the BUYER is info@tisnerreisen.it.
- 16.3. In the event that a dispute cannot be settled amicably or through the ODR platform with an ADR entity, the competent court shall be Bolzano (Italy). If the BUYER is considered to be a consumer as defined by the Consumer Code, pursuant to Article 66-bis of the Consumer Code, the court in whose district the BUYER is resident shall have jurisdiction, provided that it is located in the Italian territory. If he/she is considered a consumer and has his/her residence in an EU Member State, the BUYER may initiate proceedings before the competent court in his/her country of residence. If the BUYER is not a consumer, the exclusive jurisdiction of the court of Bolzano (Italy) is agreed for all disputes, also notwithstanding the provisions on local jurisdiction.

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PEC-Mail: info@pec.tisnergroupp.it
Empfängerkodex: A4RZ960

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17. Applicable law and regulatory reference

- 17.1. The present CONTRACT shall be governed by Italian law.
- 17.2. Except as expressly provided herein, the legal provisions applicable to the commercial relationships and transactions established by this CONTRACT shall apply and, in any event, the provisions of the Civil Code and of the Legislative Decree No. 206 of 6 September 2005 (Consumer Protection Act) and the "Tourism Code" annexed to the Legislative Decree No. 79 of 23 May 2011.

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18. Final provisions

- 18.1. The provisions contained in these GTC shall supersede all prior written and oral agreements, understandings and negotiations between the Parties in relation to the same subject matter of this CONTRACT.
- 18.2. Any ineffectiveness or invalidity of individual provisions shall not affect the effectiveness and validity of the CONTRACT as a whole.
- 18.3. These GTC have been drawn up in German, Italian and English. The contracting parties agree that in the event of difficulties of interpretation, the German text shall be considered binding and effective.
- 18.4. The OPERATOR may modify the present GTC at any time. The CONTRACT concluded between the OPERATOR and the BUYER shall be subject to the GTC in force at the time of conclusion of the CONTRACT.

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ACCEPTANCE OF GTC BY THE BUYER

Pursuant to Articles 1341 and 1342 of the Civil Code, the BUYER declares that it has read the GTC carefully and expressly accepts the following clauses:

4. Booking procedure and acceptance of the General Terms and Conditions
6. Price
7. Payment methods
8. Availability of services
10. Limitation of liability
12. Obligations of the buyer
16. Resolution of disputes and competent court
17. Applicable law and regulatory reference

In these GTCs, the generic masculine is used for better readability and personal expressions include women and men equally.

When we talk about SERVICES, we can also refer to a variety of trips.