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## GENERAL TERMS AND CONDITIONS FOR ONLINE SALES

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### INTRODUCTION

Hereinbelow are the general conditions (hereinafter "General Conditions") and the special conditions (hereinafter "Special Conditions") which govern the sales agreement of the tourist package that you are purchasing from BEL MONDO S.R.L. (hereinafter the "Organizer"), having its registered office in Via Tritone 14, 30016 Jesolo Ve, Tel.: (+39) 0421 972844; Fax: (+39) 0421 972061 info@belmondobooking.com

The General Conditions and Special Conditions, the description of the tourist package, and the booking confirmation of the services requested by the traveller, collectively form the "Travel Agreement".

To make use of the services offered by BEL MONDO S.R.L., it is necessary to read and accept the general and special service conditions provided hereinbelow.

### About us:

BEL MONDO S.R.L. is the tour operator partner of the water theme park "CARIBE BAY" (hereinafter also the "Park"), which sells the tourist package comprised of hotel accommodation and entry to the CARIBE BAY fun park, through the portal provided on the website www.caribebay.it. The Organizer allows you to add other tourist services like excursions to the package.

### How to book: go to the section "park+hotel" of the website www.caribebay.it (hereinafter "The Portal")

The Portal is managed by BEL MONDO S.R.L..

The booking service present on the website www.caribebay.it acts as a communication channel between the user (hereinafter also the "Traveller") and the tourist facilities and ticket office of the Park. Booking requests are managed through the electronic systems that support the BEL MONDO S.R.L. portal. The service essentially offers a simple and secure means of contact between the facilities and the user requesting to book according to the conditions and prices indicated within the website.

Within the Portal, Travellers can choose, subject to availability, between different accommodation facilities, between Hotels and Resorts, of different categories and hotel classifications (from 3 to 5 stars), viewing all the features and information related to the product that they are purchasing, specifically: the category classification of the facility, the position and distance from the sea and the distance from the Park. The photograph gallery faithfully shows the features of the facility, the description of the services included in the package, and the services offered by the facility.

If available on the selected date, you can add a day trip to Venice and Murano and Burano islands via the portal with the programme listed on the specific page. The excursion includes transfers, entrance to the glass workshop and a multilingual tour guide (Italian, English, German, French, Spanish).

On the basis of the choice made by the Traveller, once the payment has been made, the Traveller will receive the booking confirmation with the name of the accommodation facility booked. BEL MONDO S.R.L. will send the travel documents (Hotel booking voucher) and the Park entry tickets, and any excursion booking tickets, including ferry tickets and the visit to the glass workshop on Murano.

Travellers are required to bring with them the entry tickets, in electronic or paper format, to be presented to the CARIBE BAY ticket offices and the voucher, to be presented upon arrival at the accommodation facility as proof of the booking made and your booked excursion voucher (if any) at the established day trip meeting point. From this moment the service provided by BEL MONDO S.R.L. is considered to be concluded. There are no additional costs for subscribing to the service.

Within the Portal, Travellers always purchase a "Package" which includes the accommodation facility (chosen from a wide range available) and a named ticket valid for two entries, also on non-consecutive days, to the Park per stay.

The tickets will be sent by email together with the booking voucher of the accommodation facility and must be presented to the CARIBE BAY ticket offices, in electronic or paper format. For children less than 100 cm tall no ticket will be sent since it is not required.

### Customer care

The CARIBE BAY Customer Care service is available by sending an email to booking@caribebay.it or by calling (+39) 0421 371648 at the times indicated on the Portal.

### Personal data protection legislation

With reference to the tourist package sales service, the Park CARIBE BAY, legally represented by L'Ancora S.r.l, Via San Crispino 12,

35129 Padova (PD) implementing the personal data processing protection legislation in accordance with EU Reg. 2016/679, is the Data Controller and has appointed a Data Protection Officer/DPO (dpo@caribebay.it). The Data Controller has identified BEL MONDO S.R.L. as the Data Protection Officer/DPO in accordance with Art. 28 of EU Reg. 2016/679.

#### **N.B.**

Travellers must arrive at the accommodation facility by 6 pm on the arrival date indicated on the voucher. If this is not possible, Travellers must inform the facility in person as BEL MONDO S.R.L. is not able to guarantee check-in at the individual hotels/residences, after 6 pm. Therefore BEL MONDO S.R.L. shall not be able to grant any refunds for arrivals at the facility after 6 pm on the indicated arrival date.

#### **Board types available**

The board types available for the stay may be as follows (unless specifically indicated otherwise):

B: accommodation only, no meals;

BB: bed and breakfast

Tourist tax, if applicable, is not included and is to be paid by the Guest directly to the accommodation facility.

Any supplements or discounts for periods not indicated in the package shall be indicated promptly by email.

Any change to the prices shall not be applicable retroactively to bookings already made. The prices accepted at the time of confirmation shall be applied.

### **TOURIST PACKAGE SALES AGREEMENT GENERAL CONDITIONS**

#### **1. LEGISLATIVE SOURCES**

1. The sale of tourist packages is governed by Italian Legislative Decree No.79/2011 (so-called Tourism Code), specifically by Articles 32 to 51- novies, as amended by Italian Legislative Decree No.62/2018, transposing and implementing EU Directive 2015/2302, and by the standards envisaged by the consumer code in accordance with Italian Legislative Decree No.206/2005, as applicable and as amended, in addition to Italian Legislative Decree No.70/2003 in relation to electronic commerce.

2. Indications related to the tourist package not contained in the contract documents, i.e. within the Portal, shall be provided by the Organizer according to law.

#### **2. AUTHORIZATIONS**

The Organizer of the tourist package, with whom the consumer deals, is entitled to perform its activities on the basis of legislation in force.

#### **3. INSURANCE POLICY**

Prior to the conclusion of the agreement, the Organizer informs third parties of the details of the insurance policy to cover risks deriving from professional third party liability, as well as the details of the guarantee against the risks of insolvency or bankruptcy of the Organizer, for the purpose of returning any amount paid or the return of the Traveller to the departure location.

#### **4. DEFINITIONS**

For the purpose of these General Conditions, in accordance with Art. 33(l) of the Tourism Code, the definitions are as follows:

a) "tourist package agreement": the agreement related to the entire package or, if the package is provided on the basis of separate agreements, the set of agreements relating to the tourist services included in the package;

b) "start of the package": the start of the performance of the tourist services included in the package;

c) "connected tourist service": at least two different types of tourist services purchased for the purpose of the same trip or the same holiday, which do not constitute a package, and which imply the conclusion of separate agreements with the individual tourist service providers, in the case of a facilitating professional, otherwise: 1) at the time of a single visit or a single agreement with the point of sale, the separate selection and separate payment of all tourist services by the travellers; 2) the targeted purchase of at least one additional tourist service from another professional when such purchase is concluded within 24 hours of the booking confirmation of the first tourist service;

d) "traveller": anybody intending to conclude an agreement, stipulate an agreement or who is authorized to travel on the basis of a concluded agreement, within the scope of application of this chapter;

e) "professional": any public or private natural or legal person who, within the scope of their commercial, industrial, artisan or professional activity acts, in the agreements in question, also through another person operating in their name and on their behalf, as an organizer, seller or professional who facilitates related tourist services or suppliers of tourist services, in accordance with legislation in force;

f) "organizer": 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 the data related to the traveller to another professional;

g) "seller": the professional other than the organizer who sells or offers packages for sale combined by an organizer;

h) "establishment": the establishment defined by Art. 8(l) letter e) of Italian Legislative Decree No.59 of 26 March 2010;

i) "durable medium": any tool which enables the traveller or professional to store the information personally addressed to them so as to be able to access it in future for a suitable period for the intended purposes and which enables the identical reproduction of the stored information;

l) "unavoidable and extraordinary circumstances": any situation out of the control of the party causing such a situation and the consequences of which could not even have been avoided by adopting all the reasonable measures;

m) "conformity defect": a non-fulfilment of the tourist services included in a package;

n) "minor": a person aged under 18;

o) "point of sale": any premises, movable or immovable, set up for retail or for retail website sale or for a similar online sales tool, also in the case in which the retail sale websites or online sales tools are presented to the travellers as a single tool including telephone service;

p) "return": the return of the traveller to the departure location or to another place agreed by the contracting parties.

## 5. NOTION OF TOURIST SERVICE/PACKAGE

1. The notions of tourist service and tourist package, in accordance with Art. 33(l) of the Tourism Code, are as follows:

a) "tourist service": 1) the transport of passengers; 2) accommodation that does not constitute an integral part of the transport of passengers and is not intended for residential purposes, or for long-term language courses; 3) the hire of cars, other motor vehicles in accordance with the Decree of the Ministry of Infrastructures and Transport of 28 April 2008, published in the Official Gazette of the Italian Republic No.162 of 12 July 2008, or of motorcycles requiring a category A driving licence, in compliance with Italian Legislative Decree No.2 of 16 January 2013; 4) any other tourist service that does not constitute an integral part of one of the tourist services according to numbers 1), 2) or 3), and is not a financial or insurance service;

b) "package": the combination of at least two different types of tourist services for the purpose of the same trip or the same holiday, if at least one of the following conditions arises: 1) such services are combined by a single professional, also upon the request of the traveller or in compliance with their selection, before a single agreement has been concluded for all the services; 2) such services, even if concluded with separate agreements with individual suppliers of tourist services, are: 2.1) purchased at a single point of sale and selected before the traveller agrees to the payment; 2.2) offered, sold or invoiced at a lump sum or for a total amount; 2.3) publicized or sold under the name "package" or a similar name; 2.4) combined after the conclusion of an agreement by which the professional enables the traveller to choose between a selection of different types of tourist services, or purchased from separate professionals through connected booking processes electronically where the name of the traveller, the payment details and the email address are transmitted by the professional with whom the first agreement was concluded with one or more professionals and the agreement with the latter professional(s) is concluded at the latest within 24 hours of the booking confirmation of the first tourist service.

## 6. RIGHT OF WITHDRAWAL OF THE CONSUMER BEFORE THE START OF THE PACKAGE

1. The Traveller can withdraw from the tourist package agreement at any time prior to the start of the package, subject to reimbursing the Organizer for fair and justifiable costs sustained, the amount of which is to be outlined for the requesting traveller.

2. In the absence of any specification of the standard withdrawal costs, the amount of the withdrawal costs corresponds to the price of the package minus the cost savings and revenue deriving from the reallocation of the tourist services.

3. In the event of unavoidable extraordinary circumstances arising in the destination location or in the immediate vicinity and which have a substantial effect on the performance of the package or the transport of passengers to the destination, the Traveller has the right to withdraw from the agreement, prior to the start of the package, without having to pay any withdrawal costs, and to the full reimbursement of the payments made for the package, but does not have the right to any extra indemnity.

4. The Organizer can withdraw from the tourist package agreement and offer the Traveller a refund of the payments made for the package, but is not required to pay any extra indemnity if a) the number of people covered by the package is less than the minimum specified in the agreement and the organizer notifies the Traveller of the withdrawal from the agreement by the date specified in the agreement and in any case no later than twenty days prior to the start of the package in the event of trips lasting more than six days, seven days prior to the start of the package in the event of trips lasting between two and six days, forty-eight hours prior to the start of the package in the event of trips lasting less than two days; b) the Organizer is not able to perform the agreement due to unavoidable and extraordinary circumstances and notifies the Traveller of the withdrawal without unjustified delay prior to the start of the package.

5. In the event of an agreement negotiated outside the commercial premises, the Traveller has the right to withdraw from the tourist package within a period of five days from the date of the conclusion of the contract or from the date on which he/she receives the conditions of the agreement and the preliminary information if this is later, without any penalties and without providing any motivation. In the event of offers with substantially lower rates compared to current offers, the withdrawal right is excluded. In the latter case, the Organizer documents the variation in price, suitably highlighting the exclusion of the withdrawal right.

## 7. TRAVELLER'S OBLIGATIONS

1. Travellers must comply with the rules of normal caution and diligence and the specific rules in force in the destination location of the trip, with all the information provided to them by the Organizer and the regulations and administrative or legislative provisions relating to the tourist package.

2. Travellers will be required to cover any damage that the Organizer incurs because of failure to comply with the above-specified obligations.

3. Travellers are required to provide the Organizer with all the documents, information and elements in their possession which may be useful for exercising the right of subrogation vis-à-vis third parties liable for any damage and are liable towards the Organizer for the harm caused to the right of subrogation.

4. Travellers shall also notify the Organizer in writing, at the time of booking, of any special personal requests that may form the subject matter of specific agreements on the methods of travel, as long as the implementation thereof is possible.

5. Travellers are always required to inform the Organizer of any special needs or conditions (pregnancy, dietary intolerances, disabilities, etc.) and to specify explicitly and in writing the request for related personalized services.

## 8. HOTEL CLASSIFICATION

The official classification of hotel facilities is provided in the catalogue or any other informative material solely on the basis of the specific and formal indications of the competent authorities of the country in which the service is provided. In the absence of official classifications recognized by the competent Public Authorities of countries which may also be members of the EU to which the service relates, the Organizer reserves the right to provide its own description of the accommodation facility in the catalogue or brochure so as to enable the Traveller to make an assessment and consequent acceptance thereof.

## 9. RESPONSIBILITY OF THE ORGANIZER

1. The Organizer is responsible for performing the tourist services envisaged by the tourist package agreement, regardless of whether such tourist services are to be handled by the Organizer itself, its auxiliaries or appointed persons when exercising their functions, by third parties of whose services it makes use or by other suppliers of tourist services, in accordance with Art. 1228 of the Italian Civil Code, unless it proves that the event derives from the consumer (including initiatives independently taken by the latter during the course of performing the tourist services) or extraneous circumstances to the supply of the services envisaged by the agreement.

unforeseeable circumstances, force majeure, or circumstances that the Organizer itself could not, according to professional diligence, predict or resolve.

2. In accordance with Art. 1175 and 1375 of the Italian Civil Code, the Traveller informs the Organizer, directly or through the seller, promptly, considering the circumstances in question, of any conformity defects noted during the performance of a tourist service envisaged by the tourist package agreement.

#### **10. CHANGES TO THE TOURIST PACKAGE AFTER DEPARTURE**

1. If, due to the occurrence of circumstances not attributable to the Organizer, it is impossible to provide a substantial part of the combination of tourist services agreed in the tourist package agreement in terms of quality value, the Organizer offers, without any price supplement charged to the Traveller, alternative solutions of appropriate, where possible equivalent or superior, quality with respect to those specified in the agreement, so that the performance of the package can continue, including the eventuality that the return of the Traveller to the departure location is not provided as originally agreed. If the alternative solutions proposed imply a package of lower quality with respect to that specified in the tourist package agreement, the Organizer grants an appropriate price reduction to the Traveller.

2. The Traveller may only reject the alternative solutions proposed if they are not comparable to what was agreed in the tourist package agreement or if the price reduction granted is inadequate.

3. If it is impossible to offer alternative solutions or the Traveller rejects the alternative solutions proposed, in compliance with the indications of paragraph 1, the Traveller is granted a price reduction. In the event of failure to comply with the offer obligation as per paragraph 1, Art. 13(5) of this Agreement applies.

#### **11. ASSISTANCE OBLIGATION**

1. The Organizer provides suitable assistance without delay to any Traveller in difficulty also under the circumstances as per Art. 42(7) of the Tourism Code, in particular providing the appropriate information in relation to health services, to the local authorities and consular support and assisting the Traveller in performing distance communications and helping them to find alternative tourist services.

2. The Organizer can claim payment for such assistance at a reasonable cost if the problem is caused intentionally by the Traveller or is his/her fault, within the limits of the expenses effectively sustained.

#### **12. REVIEW OF THE PRICE**

1. After the conclusion of the tourist package agreement, the prices may increase exclusively as a result of modifications regarding: a) the price of transport for passengers according to the cost of fuel or other energy sources; b) the level of taxes or duties on the tourist services included in the agreement imposed by third parties not directly involved in the performance of the package, including landing tax, embarkation or disembarkation taxes in ports and airports; c) exchange rates affecting the package.

#### **13. JURISDICTION**

For any dispute that may arise in the interpretation, performance, application and resolution of the following agreement, the Court where the consumer is based shall have exclusive jurisdiction, in accordance with Art. 66-bis of the Italian Consumer Code.

#### **14. ALTERNATIVE INSTRUMENTS FOR SOLVING DISPUTES**

In accordance with Art. 67 of the Tourism Code, the Organizer may propose to the Tourist - on the catalogue, documentation, its own website or in other forms - alternative ways for resolving the disputes that have arisen.

In that case, the Organizer shall indicate the type of alternative resolution proposed and the effects that such adhesion implies.

### **SPECIAL CONDITIONS OF THE TOURIST PACKAGE OFFERED BY BEL MONDO S.R.L.**

#### **1. PRICE AND PAYMENT CONDITIONS**

The booking only becomes effective following payment of the full amount for purchasing the Package.

It is possible to make the required payments according to the following methods:

- by credit card online (without any transaction costs);
- by bank transfer (fixed beneficiary value 1 day);
- Scalapay (terms and conditions can be consulted on website [www.scalapay.it](http://www.scalapay.it))

- prepaid voucher;
- Gift card (terms and conditions can be consulted on website [www.caribebay.it](http://www.caribebay.it))

The booking documents, holiday vouchers and tickets bought in advance shall be sent to the Traveller by email following receipt by BEL MONDO S.R.L. of payment of the requested amount.

The vouchers and entry tickets are valid booking documents for the tourist facility and the Park ticket office.

## 2. BOOKINGS

1. The booking request must be made on the relevant electronic contract form, with every part thereof filled in and accepted by the Traveller, who may receive a copy thereof. The acceptance of bookings is considered to be final, with the consequent conclusion of the agreement, only once the Organizer sends the related confirmation, via the electronic system.

## 3. RIGHT OF WITHDRAWAL

1. The Traveller has the right to withdraw from the agreement. For that purpose it is necessary to promptly notify CARIBE BAY of any booking cancellations by sending an email to [booking@caribebay.it](mailto:booking@caribebay.it) specifying the voucher number (which can be found on the voucher itself) to which the booking refers.

2. If you cancel your booking, penalties apply. These are calculated according to the date of booking cancellation as follows:

### Best price

- within 28 days of purchase - penalty is 50% of package price excluding park entrance tickets;
- from the 27th day of the booking date up to 14 days before arrival date - penalty is 75% of package price excluding park entrance tickets;
- 13-0 days before arrival date - penalty is 100% of package price.

### Standard price

- within 28 days of purchase - no penalty excluding park entrance ticket;
- from the 27th day of the booking date up to 14 days before arrival date - penalty is 50% of package price excluding park entrance tickets;
- from the 13th day of the booking date up to 7 days before arrival date - penalty is 75% of package price excluding park entrance tickets;
- 6-0 days before arrival date - penalty is 100% of package price.

3. In compliance with the Code of Tourism, the purchaser has the right to withdraw from the tourist package contract within five days of completing the contract. For offers with discounted tariffs, the right of withdrawal without penalty is excluded.

4. These penalties EXCLUDE the cost of the tickets purchased in the package. The cost of the non-refundable tickets will be retained in all cases. The tickets can still be used by the named holders throughout the park opening season.

5. Entry tickets purchased for the Park CANNOT be refunded as, once issued, they can no longer be cancelled due to explicit regulations set by the competent authorities. However, they remain valid for the entire opening season of the Park and can therefore be used by the Traveller

6. If you intend to withdraw from/cancel only your excursion booking, the abovementioned penalties will be applied to the cost of the excursion, calculated on the basis of the tariff selected and date you communicate your cancellation.

## 4. MODIFICATIONS AND TRANSFER OF THE TOURIST PACKAGE AGREEMENT TO ANOTHER TRAVELLER

1. Once the service has been purchased, it is necessary to promptly notify CARIBE BAY, who provides the Customer Care on behalf of BEL MONDO S.R.L., of any changes or variations to the booking by sending an email to [booking@caribebay.it](mailto:booking@caribebay.it) and specifying the voucher number (which can be found on the voucher itself) to which the booking refers.

Although not being obliged to accept any changes to the booking already made, any request for variations related thereto shall be subject to verification by the Organizer, who shall not therefore be able to guarantee the effective satisfaction of the partner tourist facilities. For any changes made to the booking notified up to 14 days prior to the arrival date, BEL MONDO S.R.L., at its own discretion and however subject to availability, shall endeavour to satisfy the request. Changes notified in the fourteen days prior to the arrival date

cannot and shall not be taken into consideration and the traveller shall only have the right to fulfil the requested and agreed service. For any change to the booking requested at least fourteen days prior to the arrival date, an administration fee of € 35.00 per room will be charged, with the exception of the following cases:

- increase to the number of nights and/or participants without changing hotel facility;
- purchase of extra entry tickets to the Park.

2. Again if you pay a handling fee, you can change the name of your booking to the name of another person who satisfies all the conditions for using the service, if you communicate this to the booking email address [booking@caribebay.it](mailto:booking@caribebay.it) by 3 days at the very latest prior to the start of the package and/or the service, indicating the complete details of the person replacing them and as long as the services themselves or other replacement services can be provided following the replacement.

The transferor and the transferee are jointly responsible for the payment of any balance of the price, and for any fees, taxes and additional costs, including therein the administration and management fees for the booking, resulting from such transfer.

#### **5. CHANGES TO THE BOOKING BY THE ACCOMMODATION FACILITY**

1. In the event in which the accommodation facility is in the conditions to make significant changes to one or more elements of the booking, BEL MONDO S.R.L., through CARIBE BAY, shall provide immediate notification thereof by email or telephone to the Traveller, indicating the type of change and/or variation to the price resulting therefrom.

2. The Traveller is required to notify BEL MONDO S.R.L., through the CARIBE BAY customer care, by sending an email to [booking@caribebay.it](mailto:booking@caribebay.it) of his/her acceptance or refusal of the proposal, within 2 working days of receiving the variation notification. In the event of not accepting the change, the Traveller can withdraw from the agreement, without paying any penalty, notwithstanding the non-refundability of the entry ticket to CARIBE BAY, which can be used by the end of the opening season for which it was issued.

3. Should the Traveller not reply within 2 working days of the booking variation notification, such variation shall be considered tacitly and validly accepted.

#### **6. NON-REFUNDABILITY OF THE ENTRY TICKET AND VISIT BOOKING/ENTRY CURTAILMENT**

1. The Parties agree that the entry tickets to the Park covered by this agreement cannot be cancelled and therefore refunded for any reason, not even in the event of any type or rank of provision, legislative or not, or because of an event, which causes/determines or makes it sensible to postpone the opening or bring forwards the closing, either temporarily or definitively, of CARIBE BAY. In the event of delayed opening or early closing, the entry tickets can be freely used throughout the entire season of issue.

If such events should occur during the period booked, BEL MONDO S.R.L., through CARIBE BAY, shall immediately inform the Customer in writing, who may alternatively exercise the right to a refund of the amount already paid, excluding the cost of the entry tickets, or make use of the offer of a replacement tourist package.

2. In any case, the advance purchased ticket in the package does not guarantee access to the Park which depends on the maximum daily admissions imposed by the Authorities and the selection carried out by Park Management and as referred to in Art. 6 of Caribe Bay Regulations. The Management reserves the right to block or limit Park entry at its discretion, also but not solely, to ensure maximum authorized visitor numbers are not exceeded.

3. To receive daily updates on entrance restrictions, check the [caribebay.it](http://caribebay.it) website or the Park social media channels. If entry is blocked or limited, entrance tickets can be used at any other time throughout the season, but no refunds will be issued.

#### **7. CHANGES TO THE TOURIST PACKAGE PRIOR TO DEPARTURE DUE TO TEMPORARY CLOSURE OF CARIBE BAY OR THE ACCOMMODATION FACILITIES**

1. In the event of the occurrence of any type or rank of provision, legislative or not, and/or the occurrence of an event outside the sphere of control of the Parties (by way of non-limiting example, the presence of cases of Covid-19) which imposes/determines or makes it sensible to temporarily close CARIBE BAY, the entry tickets to the Park - never subject to refund - can be used by the Travellers by the end of the season for which they were issued.

2. Before departure the Organizer shall provide immediate written notification to the Traveller, who can alternatively exercise the right of withdrawal with the right to a refund of the amount already paid, with the exclusion of the cost of the entry tickets to the Park, or make use of the offer of a replacement tourist package the details of which shall be duly illustrated. The Traveller shall make this choice

within 2 days of receiving notification. In the event of failure to respond by the Traveller by said deadline, the alternative proposal shall be considered accepted.

3. In the event of temporary closure of accommodation facilities which takes place following the conclusion of the agreement with the Traveller, notwithstanding the non-refundability of the entry ticket to CARIBE BAY and its usability by the end of the season for which it was issued, Travellers shall be offered an alternative accommodation solution of the equivalent degree and level to that of the original booking.

If the alternative solution offered happens to be of a lower level than that originally booked, the Customer shall have the right to a price reduction in line with the different solution offered and should the offer be of a higher level he/she may be asked to cover the difference. The Customer must notify his/her desire (not to accept the change) within 2 working days at the latest from the notification of change sent to him/her.

In the absence of such notification, the change shall be considered accepted by the Customer.

Notwithstanding the above, should the Customer not accept the alternative solutions proposed and therefore the changes to the Package, he/she may withdraw without application of penalties and shall therefore have the right, within 7 working days of receipt of the withdrawal notification, to a refund for the price paid minus the cost of the entry ticket to CARIBE BAY.

#### **8. REPORTS, COMPLAINTS AND RESPONSIBILITIES**

1. Any disservices or inefficiencies encountered by the Traveller in the enjoyment of the tourist package, must be immediately reported to BELMONDO S.R.L., through the CARIBE BAY Customer Care to the email address: [booking@caribebay.it](mailto:booking@caribebay.it) to enable, if possible, timely remedy to be made and simultaneously report the problem also to the accommodation facility.

The Traveller must, under penalty of forfeiture, also make a complaint sent by registered post with acknowledgement of receipt, to the Organizer, within ten working days of returning to the departure location.

2. The Organizer undertakes to provide truthful information on services and rates. In the event of lack of correspondence in terms of quality between the services described during the booking process and those encountered upon arrival, reports and comments can be sent directly to the email address: [booking@caribebay.it](mailto:booking@caribebay.it)

#### **9. WAIVER OF LIABILITY**

1. BEL MONDO S.R.L. is not in any way liable when the lack of or incorrect performance of the agreement depends on the actions of third parties or Partners because of unpredictable or unavoidable events, unforeseeable circumstances and force majeure, or, finally, when it depends on a unilateral and unquestionable decision made by the Partners without BEL MONDO S.R.L. having received appropriate information in advance. In fact, the Organizer with whom the tourist service booking was made is exclusively liable for compensation for damage for any lack of or incorrect fulfilment (non-conformity with the promised or published quality standards) of the obligations undertaken with the sale of the tourist service, notwithstanding the possibility to make claims against the party effectively providing the service.

2. The Organizer is not liable for any booking mistakes attributable to the traveller or due to unavoidable and extraordinary circumstances.

#### **10. PREVALENCE OF THE PRESENT SPECIAL CONDITIONS OVER THE GENERAL CONDITIONS**

In the event of any contrast, the present special sale conditions of the tourist package prevail over the general conditions.

#### **11. SPECIFICALLY APPROVED CLAUSES**

With the acceptance of the present contract conditions, the Traveller declares that he/she has read in particular clauses 3, 6, 9 and 10 and to have understood and accepted them.

The Traveller also declares that he/she accepts the CARIBE BAY regulations under Appendix A in every part thereof.