



GENERAL CONDITIONS

This is the contract between you the Consumer and ourselves TOURIST GOLF ITALY which is a trading name of Trawel Srl with head office at Via Panama 110 00198 Rome, Italy – P.I.08116591002 (hereinafter in short referred also as "Trawel") with operating office at Via Civerchio 3 20159 Milan, Italy Tel: +39 02 39192526 Fax: +39 02 69001164 e-mail: booking@touristgolfitaly.com.

Trawel is a tour operator; that means a person who undertakes in his own name to provide for another, for an inclusive price, a combination of services comprising transportation, accommodation separate from the transportation or any other service not ancillary relating thereto. Trawel is a tour operator with licence number 126715/05, by Milan Province 28.07.05. and is covered by insurance policy for civil liability number 100079670 RC dated 31.12.2007 according to Italian laws.

Trawel transmits that a warrant Found has been established by the Italian laws to safeguard the Consumer in case of Trawel insolvency or bankruptcy, granting in these cases, a refund and repatriation of the Consumer.

Furthermore this Contract is regulated by Legislative Decree Number 206, dated 6 September 2006 ("Consumer Code") in application of the EC Directive number 90/314 and by the International Convention of Bruxelles on Travel Contracts (C.C.V.) ratified and executed in Italy with the Law Number 1084 dated 27 December 1977.

The services offered in this website are valid from June 2008.

Art. 1 – Definition of the Contract

1.1 The present Contract is referred to all the services proposed in this website, according to the conditions applied by our providers in relation to the services furnished. In this Contract the term "provider" means the supplier of Trawel.

1.2 This Contract is referred to sale made by web or by phone.

1.3 The confirmation by Trawel – even on line - of a Consumer's request or a reservation about the service required entails the assent of the Consumer to these conditions.

1.4 These conditions, in case of discrepancy in the interpretation with other documents, are the unique valid and enforceable.

1.5 In case one or more of these conditions will be avoided, the other conditions will maintain their validity.

1.6 This contract is stipulated by Trawel (also named the "Tour Operator" or "Organizer") and a Consumer (also named the "Client").

1.7 A part Art. 16 of this Contract, the term "service" mentioned in these General Conditions means "all inclusive package" travel.

Art. 2 – Jurisdiction - Applicable Law

2.1 These Conditions are regulated by the present Terms and Conditions and shall be interpreted and executed in accordance with the laws of Italy.

2.2 In no case responsibility of Trawel will exceed the limits stated by the above mentioned laws.

2.3 The Court of competent jurisdiction connected with the interpretation and the execution of this contract is situated in Milan, Italy.

Art. 3 – Booking, Confirmation and Payments

3.1 Consumer could buy the services on sale in this website only by:

- internet on www.touristgolfitaly.com

- by call center n. as indicated in our website

The procedure in order to buy the services is the following:

a) Request for packages or services by client by phone or email/fax

b) Reservation proposal by Tourist Golf Italy booking dpt.

c) Final booking confirmation by client of this booking must be received within the indicated dead line sending your confirmation statement via Fax or via email.

d) Payment within the indicated deadline by client.

To confirm a booking, the lead name must be aged 18 years or over.

Please confirm your booking in one of the following ways:

A) Fax confirmation: send us copy of this contract with your signature to: Fax 0039 02 69001164.

Send us all pages of this contract complete of your signature within the following deadlines:

- within 48 hours from the date of present document for departures in more than 30 days.

- within 24 hours from the date of present document for departures in less than 30 days.

As an alternative to:

B) Email confirmation to booking@touristgolfitaly.com : send us your response to our original email (attached the contract) possible with your digital signature and indicating "I do confirm my final reservation and I do accept the General Conditions as stated in the website www.touristgolfitaly.com" within the following deadlines:

- within 48 hours from the date of present document for departures in more than 30 days.

- within 24 hours from the date of present document for departures in less than 30 days.

Voucher: at the latest 7 days before departure we will send you via email your electronic vouchers for the services you booked.

3.2 Booking request will be processed, even on line, and the Contract will be settled only when Trawel will send the confirmation of the Consumer's booking, even by electronic file.

3.3 All information about the service bought by the client is available on the website, or on the service schedule sent to

the Consumer, after Trawel's confirmation of the Contract, as well by electronic file, and on other written communications according to art. 87.2 of Consumer Code.

3.4 Trawel will inform Consumer about the identity of the real carrier according the discipline ruled by art. 11 Reg. CE 2111/2005.

Art. 4 – Changes and cancellation

4.1 By the Consumer:

a) All changes and cancellation made by the Consumer have to be processed only by phone at the Call Center nr. as listed in our website. For cancellations a written communication is needed (Email or Fax indicating your ref. number).

b) In case of change (date, name of client -at least one participant must remain confirmed-, destination, hotel, golf club and other elements of the package or separate services) Trawel will be free to charge to the Consumer a substantial fee for change required of 55,00 €. Change of all names means cancellation of your booking and the following penalties will be applied.

c) In case of cancellation Trawel will be free to charge to the Consumer penalties calculated as a percentage of the entire cost of the service (except Reservation fee and Insurance) as follows:

Days before departure when written cancellation is received (email or Fax)	Penalty
Up to 30 days before arrival*	20%
29 - 15 days before arrival*	50%
14 - 5 days before arrival*	75%
4 days before arrival* - 0 days or departure in advance	100%

* for days counting we do not consider the following days in case of cancellation:

- day of receipt of written cancellation of booking
- arrival day
- Saturdays and Sundays
- International Festivities (Eastern, Christmas, Last Year's Eve)

d) In case of cancellation of Personal Assistance Insurance no penalties will apply for cancellations until 2 days before departure. After that deadline Trawel will not refund to the Consumer the Insurance fee.

Only special cancellation penalties are indicated in our specific booking confirmation.

In any case of cancellation Trawel will not refund to the Consumer the reservation fee of Euro 55,00.

4.2 By Trawel

If Trawel finds that before the departure he is constrained to alter significantly any of the essential terms, such as the price, Trawel shall notify the Consumer as quickly as possible in order to enable him to take appropriate decisions and in particular: either to withdraw from the contract without penalty or to accept a rider to the contract specifying the alterations made and their impact on the price.

The Consumer shall inform Trawel of his decision as soon as possible.

If the Consumer withdraws from the contract pursuant to these reasons, or if, for whatever cause, other than the fault

of the Consumer, the organizer cancels the package before the agreed date of departure, the Consumer shall be entitled: (a) either to take a substitute package of equivalent or higher quality where the organizer is able to offer him such a substitute. If the replacement package offered is of lower quality, the organizer shall refund the difference in price to the Consumer; (b) or to be repaid as soon as possible all sums paid by him under the contract.

In such a case, Consumer shall be entitled, if appropriate, to be compensated by the organizer except where:

(i) cancellation is on the grounds that the number of persons enrolled for the package is less than the minimum number required and the Consumer is informed of the cancellation, in writing as well by electronic file, within the period indicated in the package description; or (ii) cancellation, excluding overbooking, is for reasons of force major, i.e. unusual and unforeseeable circumstances beyond the control of the party by whom it is pleaded, the consequences of which could not have been avoided even if all due care had been exercised.

Art 5 – Prices and Payments

5.1 All prices indicated are in Euro and are valid at the moment of client's request.

5.2 All prices are including of all services listed, with the exception of items not listed in our Booking confirmation.

5.3 All services will be confirmed by Trawel only after the acceptance of these conditions by the Consumer and only after the good result of the payment's transaction.

5.4 For reservations made more than 30 days before departure date we ask for a deposit of 20% plus Reservation fee of Euro 55,00 credit card and balance is due 30 days before departure by credit card or swift bank transfer.

For reservations made less than 30 days before departure date we ask for full payment by credit card.

After receipt of your email response or fax confirmation and after the confirmation of money funds from the bank issuing the credit card or from our bank in case of swift bank transfer, we are going to cash the deposit. At this point your conformation is valid.

The outstanding balance must be paid at the latest 30 days before arrival. Payment can be done by swift bank transfer or by credit card (calling our Phone service – please note: we do not accept American Express card).

5.5 All prices are referred to the services as described in this website or in the following updating of the website or to eventual programmes out from the website, as well transmitted by electronic file to the Consumer.

5.6 Prices could change up to twenty days before the departure and only in force of these events:

- transportation costs, including the cost of fuel,
- dues, taxes or fees chargeable for certain services, such as landing taxes or embarkation or disembarkation fees at ports and airports,
- the exchange rates applied to the particular package.

The point of the reference for these variations will be the date of validity of the programmes offered in the website.

Art. 6 – Trawel liability

6.1. Subject to these terms and booking conditions, Trawel as organizer accepts responsibility in case the Consumer should suffer death, personal injury, illness, loss or damage as a result of any failure to perform or improper performance of any part of this contract with the Consumer by any of employees, agents, suppliers or sub-contractors (providing they were at the time carrying out work authorised by Trawel) except in the following situations when the failure to perform or improper performance of the whole or any part of the contract was due to:

- a) the act(s) and/or omission(s) of the person(s) affected or any member(s) of their party or
 - b) those of a third party not connected with the provision of your holiday and which were unforeseeable or unavoidable or
 - c) an event which either Trawel or the supplier of the service(s) in question could not have foreseen or avoided even with due care (i.e. Force Major, Acts of God, etc.).
- d) Trawel will not be responsible for more than the limits fixed by articles 94 and 95 of Consumer's Code.

Art. 7 – Definition of all inclusive package

7.1. All inclusive package means the pre-arranged combination of not fewer than two of the following when sold or offered for sale at an inclusive price and when the service covers a period of more than twenty-four hours or includes overnight accommodation: (a) transport; b) accommodation; (c) other tourist services not ancillary to transport or accommodation and accounting for a significant proportion of the package.

7.2 Organizer means the person who, other than occasionally, organizes packages and sells or offers them for sale, whether directly or through a retailer; Consumer means the person who takes or agrees to take the package ('the principal contractor'), or any person on whose behalf the principal contractor agrees to purchase the package ('the other beneficiaries') or any person to whom the principal contractor or any of the other beneficiaries transfers the package ('the transferee'); Contract means the agreement linking the Consumer to the organizer.

Art. 8 – Legal capacity

8.1 All clients that will buy or book on line declare that they have legal capacity in order to buy or to book services on this website according to this Contract.

8.2 All clients, including on behalf of thirds or underage person, declare to be financially capable in order to buy or to book services on this website.

8.3 Trawel will consider as true all the data received from the Client and in case of infringement or falsity will reject any request of the Client, including the confirmation of a booking.

Art. 9 – Privacy Policy

9.1 All personal data of the Consumer – on paper or on electronic file – are carried out according legislative decree n. 196\2003 and under the purposes of the conclusion and execution of the Contract.

9.2 Personal data will not be transmitted to thirds, except to the providers of the services chosen by Trawel Srl for fulfilling the

Contract.

9.3 The holder of the personal data is Trawel Srl with head office at Via Panama 110 00198 Rome, Italy.

9.4 All clients could exert their rights according to art. 7 of legislative decree n. 196/2003 by contact directly Trawel Srl Via Civerchio 3 20159 Milano (Italy).

Art. 9-bis – Compulsory communication according to the art. 16 of the law n. 269/1988

9-bis.1 Italian law punish with imprisonment all crimes regarding juvenile prostitution and pornography, even if crimes are committed in foreign countries.

Art. 10 – Claims

10.1 All claims must be send, by registered letter with return receipt, within and not later than ten days from the scheduled arrival's date to: Trawel Srl Via Civerchio 3 20159 Milano (Italy).

Art. 11 – Changes after the departure

11.1 Where, after departure, a significant proportion of the services contracted for is not provided or Trawel perceives that he will be unable to procure a significant proportion of the services to be provided, Trawel shall make suitable alternative arrangements, at no extra cost to the Consumer, for the continuation of the package, and where appropriate compensate the Consumer for the difference between the services offered and those supplied.

If it is impossible to make such arrangements or these are not accepted by the Consumer for good reasons, Trawel shall, where appropriate, provide the Consumer, at no extra cost, with equivalent transport back to the place of departure, or to another return-point to which the Consumer has agreed and shall, where appropriate, compensate the Consumer.

Art. 12 – Replacement

12.1 Consumer could transfer himself with another person only in the following cases:

- a) Trawel has to be informed in writing five days before the departure at least, enclosing the reason of replacement and the name of the transferee;
- b) transferee has to fulfil all the conditions in order to benefit the service according to art. 89 Consumer's Code, particularly about passport' validity, visa and health certificates;
- c) the service acquired by remissive Consumer is still available;
- d) the transferee refunds Trawel for any charge depending the replacement;
- e) remissive Consumer and transferee are both liable towards Trawel for the payment of the service.

Art. 13 – Consumer's obligations

13.1 Consumer has to communicate to Trawel his citizenship and eventually special needs like health problems, diet limits, religious beliefs and handicap requirements;

13.2 Consumer is the only responsible for the validity of his passport or others identify documents, for visa, health certificates, residence or transit permit.

13.3 Consumer has to behave with diligence and prudence, observing all the legislative and administrative rules regarding the

execution of the service acquired, including the recommendations of the organizer.

13.4 Consumer has the duty to visit the Italian Foreign Affairs Ministry website www.viaggiare Sicuri.it before booking the service in order to have a complete knowledge about the situation of the elected place of staying.

13.5 Consumer has the duty to inform Trawel of all events and to transmit him all informations and documents in case of Trawel has to sue legal action against thirds by virtue of his right of substitution on behalf of Consumer for every kind of suffered damage.

Art. 14 – Hotel standard

14.1 The classification of hotels is furnished according to local administrative public body when the hotel is placed.

14.2 In case of lack of public classification, Trawel will furnish in the website a personal opinion on the hotel suggested.

Art. 14-bis Compulsory insurance for civil liability

Trawel is covered by Insurance R.C. n° 100000065 of Navale Assicurazioni S.p.A.

Art. 15 – Insurance for Personal Assistance and for cancellation's made by Consumer

15.1 Trawel - according to art. 99.2 Consumer's Code - encourages Consumer in order to acquire an insurance for personal assistance for the refund of expenses of repatriation in case of injury and disease and for the case of cancellation of the travel made by the Consumer as stated at the art. 4 of these General Conditions.

15.2 Consumer could ask all the information about the above mentioned insurance as indicated on our website or by contacting directly the call center.

Art. 16 – ADDENDUM for Terms and conditions for separate services

a) Applicable law

The contract which aim is to sell a separate service of transportation, accommodation or other separate service is not a contract of all inclusive package as described at art. 7 of these conditions and therefore is regulated by CCV articles 1 nr. 3 and 6, and from 17 to 23; from 24 to 31 for all different situations in regard those ruled in a contract of travel's organizing and in regard those in detail referred in a specified contract which aim is to the sell a separate service.

b) Conditions of the Contract

The contract which aim is to sell a separate service is also ruling by articles 2, 3, 4, 5, 8, 9, 10, 12, 13, 14 and 15 of these General Conditions.

In case of application of these articles the term "service" or "package" has to be interpreted as separate service.

The contract which aim is to sell a separate service has not to be interpreted as a contract which aim is the sale of all inclusive package travel.

