

TOMORROW TRAVEL – FIT & GROUP TRAVEL GENERAL TERMS AND CONDITIONS

TERMS OF USE

Technical Data

TOMORROW TRAVEL S.R.L., Tour Operator, Registration No. RM1428373, guaranteed by Provincia di Roma.

Insurance Policy R.C. REVO No. Polizza num. OX00069889

Insolvency Insurance Policy Consorzio Fogar – Vittoria Assicurazioni No. 631.36.931094

The validity of the tourist package offered by TOMORROW TRAVEL S.R.L. Tour Operator is indicated in each tourist package's information card published online on the website www.tomorrowtravel.it. For tourist packages created by TOMORROW TRAVEL S.R.L., any changes related to currency adjustments are specified in every information card published in the booklet (electronic or paper) or outside the catalogue.

CONTENT OF THE PACKAGE TRAVEL SALES CONTRACT

The travel contract consists of these General Terms and Conditions, the description of the package tour contained in the separate travel program, the booking confirmation of the services requested by the traveler, and the documents referred to in Art. 36, paragraph 8 of the Italian Tourism Code.

When the contract is arranged through a travel agency, the booking confirmation is sent by the Tour Operator to the Travel Agency, acting as the traveler's agent, and the traveler is entitled to receive it from the same.

By signing the package travel purchase proposal, the Traveler expressly declares that he/she has understood and accepted, for himself/herself and for the persons on whose behalf the all-inclusive service is requested, both the travel contract as regulated therein, the notices contained therein, and these General Terms and Conditions.

LEGAL SOURCES

The sale of package tours, concerning services to be provided both domestically and internationally, is governed by Articles 32–51 novies of Legislative Decree No. 79 of 23 May 2011 (the "Tourism Code"), as amended by Legislative Decree No. 62 of 6 June 2018 implementing EU Directive 2015/2302, as well as by the applicable provisions of the Italian Civil Code regarding transport, service contracts and mandate, and by the Italian Navigation Code (Royal Decree No. 327 of 30 March 1942).

ADMINISTRATIVE REGULATIONS

The Organizer and the selling Travel Agency to which the traveler applies must be duly authorized to carry out their respective activities in accordance with current legislation.

Prior to the conclusion of the contract, the Organizer and the seller shall provide details of the professional liability insurance policy, as well as the guarantee against insolvency or bankruptcy of the organizer and seller, each within their respective competence, for the purpose of refunding sums paid or repatriating the traveler to the place of departure.

DEFINITION OF PACKAGE TRAVEL

(Art. 33, paragraph 1, no. 4, letter c) Tourism Code)

"Package travel" means the combination of at least two different types of travel services for the purpose of the same trip or holiday, if at least one of the following conditions is met:

Such services are combined by a single professional, even at the request of the traveler or according to his/her selection, before a single contract covering all services is concluded;

Such services, even if concluded under separate contracts with individual travel service providers, are:

- 2.1) Purchased from a single point of sale and selected before the traveler agrees to pay;
- 2.2) Offered, sold or invoiced at an inclusive or total price;
- 2.3) Advertised or sold under the term "package" or similar designation;
- 2.4) Combined after the conclusion of a contract whereby the professional allows the traveler to choose

among a selection of different types of travel services, or purchased from separate professionals through linked online booking processes where the traveler's name, payment details and email address are transmitted by the professional with whom the first contract is concluded to one or more other professionals, and the contract with such professional(s) is concluded no later than 24 hours after confirmation of the first travel service booking.

TRAVELER OBLIGATIONS

Each traveler agrees to:

Carefully read the Terms and Conditions outlined in this communication, as well as the travel contract (which will be sent separately) and all related travel documentation.

Promptly report (within 24 hours of receipt) any errors or omissions.

Make deposits and payments according to the established deadlines.

Consult and stay updated on travel advisories issued by the United States government.

TRAVEL PROTECTION

Travel protection is highly recommended. It must be purchased directly by the passengers from their country insurance company. Tomorrow Travel, as a tour operator based in Italy, is not authorized to issue it. In the event that travel insurance is not purchased, the traveler assumes all risks and waives any claims for compensation against Tomorrow Travel.

AIR TRAVEL

Tomorrow Travel provides land services only, and flights must be purchased directly by the client.

PRICES

Prices for Hotels, Villa Rentals, Transfers, Tours, and Excursions are NET. The price is expressed in Euro

Quoted prices are based on the precise inclusions provided to the client in the Contract.

Prices are in euros (€) and subject to exchange rates valid at confirmation.

All rates on foreign tours are subject to currency fluctuations and may be adjusted when necessary.

Unless specifically itemized in the Trip Documentation, prices do not include other travel costs, fees, or taxes, including:

Fees imposed by or for airports, ports, stations, security, agriculture, customs, immigration, visas, passports, or any other government-imposed fees or taxes; or

Fees for meals, beverages, alcohol, minibars, entertainment, seat assignments, upgrades, excursions, hospitality, gratuities, copies, telecommunications, energy, laundry, cleaning, bedding, parking, valet, insurance, taxis, transfers, portage, departures, travel segments, health, medical treatment or tests, vaccinations, pharmaceuticals, or any other personal charges.

CITY TAX

Unless otherwise specified, the hotel's city tax is never included in the selling prices and it must be paid directly at the hotels upon departure.

Booking

Booking can only be effected after the Tour Operator / Travel Agency accepts the general conditions of this contract. The contract is considered valid when TOMORROW TRAVEL S.R.L. Tour Operator confirms the booking, with the relevant information, via e-mail, fax, or telephone. Specifications about the package or individual tourist services are included in the notes and details of the offer (displayed before the contract subscription) or in other communication tools, as required by law.

Payments

A partial payment of 30% of the total participation fee must be deposited at the time of booking. The balance must be paid at least 30 days prior to departure. Bookings made within 30 days of the experience must be paid in full. Payments can be made by:

- Credit card (via our online payment system; an extra fee of 3% to 3.5% will be charged)
- Bank transfer (expenses at client's charge) to TOMORROW TRAVEL SRL

Bank name: INTESA SANPAOLO

IBAN: IT43A0306973981100000004709

BIC/SWIFT: BCITITMM

For bank transfers, a stamped copy of the transfer receipt must be sent by fax (+39 06 94443720) or email (accounts@tomorrowtravel.it) before 5 PM on the booking day, or by the next day if the booking was made after that time. It is established that, in cases where the client's rescission penalties are enforced, as per the following Art. 8, the organizer is legally entitled by the consumer to hold the amount received as a partial payment as valid for the due penalty. Non-payment of the above-mentioned sums by the fixed deadlines constitutes an explicit resolatory clause, which results in the rescission of the tourist package sale contract, without prejudice to compensation for further damages suffered by the organizer.

Cancellation and Renunciation before Departure – FIT CLIENTS

- **Hotels:** Please refer to the cancellation policy of each hotel.
- **Special Activities:**

o From 7 days before scheduled date: 50% penalty

o From 3 days before scheduled date: 100% penalty

- **Regular Tours:**

o From 48 hours before scheduled date: 100% penalty

- **Private Tours:**

o From 45 days before scheduled arrival: if applicable, reserved tickets only are non-refundable

o From 7 days before scheduled arrival: 50% penalty (including reserved tickets if applicable)

o From 3 days before scheduled arrival: 100% penalty

- **Tours:**

o From 45 days before scheduled arrival: if provided, reserved tickets and rail tickets are non-refundable

o From 15 days before scheduled arrival: 40% penalty

o From 7 days before scheduled arrival: 70% penalty

o From 3 days before scheduled arrival: 100% penalty

• **Transfers:**

o From 3 days before scheduled date: 100% penalty

The same amounts must be paid by those unable to participate due to missing or irregular personal immigration documents. No refunds are due to travelers who interrupt their travel or stay after it has begun.

Key rights under Directive (EU) 2015/2302

1. Travellers will receive all essential information about the package before concluding the package travel contract.
2. There is always at least one trader who is liable for the proper performance of all the travel services included in the contract.
3. Travellers are given an emergency telephone number or details of a contact point where they can get in touch with the organiser or the travel agent.
4. Travellers may transfer the package to another person, on reasonable notice and possibly subject to additional costs.
5. The price of the package may only be increased if specific costs rise (for instance fuel prices), and if expressly provided for in the contract, and in any event not later than 20 days before the start of the package. If the price increase exceeds 8 % of the price of the package, the traveller may terminate the contract. If the organiser reserves the right to a price increase, the traveller has a right to a price reduction if there is a decrease in the relevant costs.
6. Travellers may terminate the contract without paying any termination fee and get a full refund of any payments if any of the essential elements of the package, other than the price, are changed significantly. If before the start of the package the trader responsible for the package cancels the package, travellers are entitled to a refund and compensation where appropriate
7. Travellers may terminate the contract without paying any termination fee before the start of the package in the event of exceptional circumstances, for instance if there are serious security problems at the destination which are likely to affect the package.
8. Additionally, travellers may at any time before the start of the package terminate the contract in return for an appropriate and justifiable termination fee.
9. If, after the start of the package, significant elements of the package cannot be provided as agreed, suitable alternative arrangements will have to be offered to the traveller at no extra cost. Travellers may terminate the contract without paying any termination fee, where services are not performed in accordance with the contract and this substantially affects the performance of the package and the organiser fails to remedy the problem.
10. Travellers are also entitled to a price reduction and/or compensation for damages where the travel services are not performed or are improperly performed.
11. The organiser has to provide assistance if the traveller is in difficulty.
12. If the organiser or, in some Member States, the retailer becomes insolvent, payments will be refunded. If the organiser or, where applicable, the retailer becomes insolvent after the start of the package and if transport is included in the package, repatriation of the travellers is secured.

Complaints and Claims

Every unsuccessful execution of the contract must be notified by the customer at the very moment of its occurrence. In this way, the organizer or its local representative can immediately find a remedy. The customer can also make a complaint by sending a registered letter, with a receipt, to the organizer within 10 working days from the date of return to the place of departure. If complaints arise at the place of service, the organizer must assist the customer according to Art. 13 in order to find a prompt and equitable solution. Likewise, even in the case of complaints reported at the end of the service, the organizer must provide and guarantee a prompt response to the customer's request.

Place of Jurisdiction / Arbitration Clause

All disputes are subject exclusively to the jurisdiction of the Courts of Rome, Italy, to the exclusion of any other concurrent or alternative forum. All disputes between the two parties in connection with this Contract shall be resolved in the Court where the organizer is located. By mutual agreement, it may be established that disputes arising from the application, interpretation, or execution of the contract will be submitted to an Arbitration Tribunal, composed of an equal number of arbitrators appointed by each party, plus one President nominated by the appointed arbitrators. In the absence of a Tribunal President, the arbitration will take place where the organizer is legally located. The Arbitration Board, located at the organizer's legal office, will decide according to the law, following an attempt at reconciliation.

TERMS OF USE FOR GROUPS

BOOKING PAYMENT AND CANCELLATIONS FOR GROUPS

For groups, the general conditions indicated in the FIT section apply, except for payments and cancellations, for which different conditions apply as specified below.

CONTRACT ISSUANCE AND SERVICES PROVIDED

Booking Confirmation:

Upon acceptance of the client's request, Tomorrow Travel issues written confirmation.

Offers are subject to availability at booking.

The contract is formalized only upon written confirmation of requested services.

Payment Terms:

Unless otherwise noted, Land Package Deposit: A \$300 non-refundable deposit is due with your land-only reservation.

Unless otherwise noted, 30% of total price due 120 days before departure.

Unless otherwise noted, the balance is due 60 days before departure.

For customized tours, specific payment terms may apply as outlined in the Contract.

CANCELLATION CHARGES

Cancellations of confirmed bookings and transfers to new travel dates result in penalties and fees assessed by travel suppliers. If a guest cancels, the following fees apply to the land package:

More than 121 days prior to departure: non-refundable deposit retained.

120 – 61 days prior: non-refundable deposit retained.+ 30% of land price

60 – 31 days prior: non-refundable deposit retained + 50% of land price

30 days or less and after departure: 100% of land price

No-Shows: No refunds are provided.

Late Payment: Non-compliance with payment deadlines may result in non-provision of services.

Tomorrow Travel reserves the right to retain payments received

TRAVELERS NEEDING SPECIAL ASSISTANCE

Guests must advise Tomorrow Travel at the time of booking of any physical, medical, or other special needs that require accommodation or assistance. Reasonable modifications will be made unless they fundamentally alter the tour.

Participants should note that the Americans with Disabilities Act does not apply outside the U.S., and facilities for disabled individuals abroad are limited. Persons requiring assistance should be accompanied by a capable companion.

Tomorrow Travel personnel, suppliers, or other guests may not physically lift or assist other guests into transportation vehicles. Special individual assistance for walking, dining, or other routine activities cannot be provided, and motorized scooters are not permitted.

Tomorrow Travel may exclude an individual if their participation poses a health or safety risk or disrupts the tour. This decision will be based on an individualized assessment using current medical or objective evidence. No refunds will be given if a guest is excluded. By purchasing the tour, you attest to being physically fit to participate.

HOLIDAY AND MUSEUM CLOSURES

Museum visits and personal shopping may be affected by unforeseen circumstances or public/religious holidays worldwide. Tomorrow Travel reserves the right to modify the schedule or timing of visits due to extraordinary closures or supplier-related events. The company is not responsible for services independently purchased by the client.

MOTORCOACH WASHROOMS

Most motorcoaches have washrooms. These are for emergency use; comfort stops are provided.

BAGGAGE DISCLAIMER

While every effort is made to handle luggage carefully, Tomorrow Travel is not responsible for loss, damage, or wear and tear during hotel or group carrier handling. Adequate insurance is recommended.

On the motorcoach, each passenger is permitted to bring one large piece of checked luggage and one carry-on bag.

LEGAL COMPLIANCE

Clients must ensure all travelers comply with legal requirements (passports, visas, customs, currency, vaccinations).

JURISDICTION

All disputes are subject exclusively to the jurisdiction of the Courts of Rome, Italy, to the exclusion of any other concurrent or alternative forum.

Pursuant to Article 13 of Legislative Decree 196/2003 (“Privacy Code”) and Article 13 of EU Regulation 2016/679 (GDPR), personal data provided will be processed in compliance with applicable data protection laws and confidentiality obligations.

MANDATORY NOTICE PURSUANT TO ARTICLE 17 OF LAW NO. 38/2006

Updated Terms and Conditions: November 2024

“Italian law provides for imprisonment for crimes concerning child prostitution and child pornography, even if committed abroad.”

Force Majeure: Tomorrow Travel is not liable for disruptions caused by natural disasters, strikes, weather, or traffic conditions.