

TERMS OF SERVICE for CASH PAYMENTS CREDIT CARD AS GUARANTEE

1) CONTRACT

Our travel contracts are regulated by the provisions of the Legislative Decree 206/2005, Legislative Decree 111 of 17/03/95, and EEC 314/90, by international conventions in this particular area and the 23/4/70 Brussels Convention that came into effect on 29/12/77, which are applicable to the tourists packages; as well as by the provisions of this matter contained in the Civil Code and other rules of law which have not been set aside by the terms of this contract.

2) BOOKING

The booking request must be made through a prescribed form, completed in all its parts. The booking acceptance is considered closed by the client at the time of completing the application form with consequent acceptance of the contract by the customer. The contract is considered closed by Ancora Tours, when Ancora Tours sends the relative confirmation to the customer through the telematic system. Any other detail of the package not present in the contract documents or the web page www.ancoratours.com, will be offered by Ancora Tours ®, in compliance with the obligations under the Legislative Decree 111/95, time enough before the departure.

3) PAYMENT

At the time of the booking request the customer must provide a credit card information without concluding any payment. The customer will pay the total amount to one of our agents, following the provisions sent through the telematic system.

If the customer made a booking request on behalf of various travelers assumes the direct and personal responsibility for paying the total amount of all services booked.

4) PRICE

The package price is valid until the date specified in the contract. The price may be subject of variations up to 20 days before the first excursion, only In case of a variation of:

- The transportation costs, including the fuel cost;
- The duties and taxes on certain types of tourist services such as embarkation or disembarkation fees, parking and access to the cities;
- The exchange rates applied to the package in question.

For such variations, the exchange rate and other costs in effect on the date of publication of the service program as it appears in the website or on the date of any updates above, shall be used as reference. The fluctuations will affect the total price of the package in the percentage indicated in the data sheet of the reference price list.

5) CANCELLATION BY THE CONSUMER.

The consumer can cancel the contract without paying any penalty in the following cases:

- Increase of more than 10% of the price, according to the Art. 4. The consumer must communicate in writing the cancellation decision through e-mail, within two working days from the time the notice of increase or change has been sent. If during this period the consumer does not communicate its decision, is deemed to accept the proposal made by TU Italia Srl.

- Within 24 hours after the customer has accepted the contract. The consumer must communicate in writing the cancellation through e-mail.

- When Ancora Tours has not sent through email confirmation or cancellation of at least one of the contracted excursions, 15 days before the first booked tour. The consumer will have to communicate their own decision in writing through email. Once Ancora Tours sent the first confirmation the customer may not cancel the contract without paying any penalty.

- When the customer has canceled the cruise at least 7 days prior to sailing. The consumer will have to communicate their own decision in writing through email also sending the documentation relating to the cancellation of the cruise, maximum 10 days after the cancellation date, however no later than 7 days prior to sailing.

In these cases the consumer has the right to terminate the contract without any penalty. Therefore, you will not pay any compensation to Ancora Tours and It may not charge any amount from the credit card of the traveler.

If the waiver to travel by the consumer is not covered by the points in this paragraph, Ancora Tours can charge your credit card for the amount indicated below, in relation to the total amount of the participation fee:

20 % of the participation fee up to 15 days before date of departure;

50 % of the participation fee until the day prior to departure;

100 % participation fee the day of departure of the cruise, the next days and if not communicated itself resignation.

By 'departure' means the day on which the ship sails.

6) CANCELLATION OF TOURIST PACKAGE BEFORE DEPARTURE WHEN SERVICES CONFIRMED .

If before the cruise ship departure Ancora Tours communicates in writing the own impossibility to provide all the services of the tour package, proposing an alternative, the client can cancel the contract without any penalty. The traveler shall not make any payment to Ancora Tours and this latter may not charge any amount on the traveler's credit card.

7) SUBSTITUTIONS.

Customers can be substituted by another person(s) with the following conditions:

a) You must inform Ancora Tours in writing at least 4 working days before the departure

b) The substitute person must meet all the conditions for the fruition of the service;

c) The substitute must refund Ancora Tours the replacement fee of €20 for each change of nominative which will be charged to the initial customer. Both the initial passenger and the final passenger are responsible for the payment of the price and the amount indicated in the letter c) of this Article.

8) LIABILITY OF SELLER AND ORGANIZER

The Ancora Tours liability responds for any damage caused to the consumer resulting from the total or partial failure of the services contractually due, either realized by Itself or by third parties who perform services, unless we can prove that the event is responsibility of the consumer (including initiatives autonomously undertaken by itself for the development of tourist services) or due to circumstances beyond the realization of the service predicted on contract, casualties, force majeure or circumstances that Ancora Tours could not reasonably foresee or resolve, according to the professional diligence.

9) LIABILITY OF TRANSPORT MANAGERS

Transport managers are responsible for the travelers only during the time of the excursion, when the travelers are using their means, in accordance to the provisions of the laws and conventions that are mentioned in art. 1.

10) SPECIAL DISCOUNTS FOR HAVING A CERTAIN NUMBER OF RESERVED TOURS

A customer who has booked a certain number of tours, as published on the website, is entitled to a special discount, but it may only obtain this special discount if Ancora Tours confirms all excursions listed for the discount.

11) UNFORESEEN CANCELLATION OR LATE DEPARTURE

If for any reason the ship does not dock at the port the traveler will have to communicate Ancora Tours via telematics to least one hour before the start of the tour. Only in this case shall be regarded as an automatic termination of the contract and Ancora Tours cannot charge any amount to the traveler's credit card.

In any event, the organizer cannot be held responsible in the event of changes in the tour package due to natural events (fires, epidemics, floods, storms, etc.), political and social events (revolutions, wars, strikes, etc. .), local dispositions issued by public authorities, or any other cause that the organizer could not foresee or resolve with the maximum professional diligence.

12) LIABILITY OF THE PASSENGER

Travelers have to respect the normal rules of prudence and diligence and follow the directions provided by the organizer and the tour package regulations, administrative or legislative.

Travelers will respond for all damages that the organizer has to cover when the travelers do not respect these obligations. The customer, by signing the contract, is required to provide the organizer all documents, information and the necessary elements in order to exercise the right of surrogacy by the latter in relation to third parties liable for damage. In this case the customer is also responsible in relation to the organizer for any damage incurred against surrogacy law.

13) COMPLAINTS

Any possible breach of contract must be notified immediately by the traveler to the organizer so that the latter can undertake timely the corresponding measures. The traveler must submit a claim to the organizer by sending a certified letter with acknowledgment of receipt within 10 working days from the date of return to the departure location.

14) JURISDICTION

The Roman Forum will be the sole and exclusive jurisdiction to settle any potential dispute.

15) POLICY OF INSURANCE

Ancora Tours has stipulated an Insurance Policy with Professional Liability n. 300036520 with the General Insurance Company under the provisions of Legislative Decree no. 111/95.

16) LICENSE

Ancora Tours is a licensed travel agency and tour operator. License number 2316, issued by the Province of Rome.

17) PROTECTION OF DATA RESERVED

Ancora Tours uses ethical rigor parameters in the full respect of privacy and customers personal data. Except a request of law we will not disclose to third parties the personal data of customers without the explicit consent of the same. Anyway, Ancora Tours reserves the right to use the customers personal data in the scope of employees and partners for the sole purpose of providing services such as customer support and marketing studies, all so to offer a high quality service. For further information you may consult the rules on the treatment of confidential data.

18) TECHNICAL ORGANIZATION: Ancora Tours Travel Agency and Tour Operator

"Compulsory communication according to Art. 16 of Law 3 August 1998, n. 269. The Italian law punishes with imprisonment for crimes related to prostitution and child pornography, even if they are committed abroad."