

General Terms and Conditions of Contract ("the Conditions")

Contracting Parties

These Terms and Conditions are legally binding between the company named on the quotation and confirmation documents, herein after referred to as the Operator and Abercrombie & Kent Italy S.R.L., herein after referred to as AKORN, each referred to in these Conditions as a "Party", or together as "the Parties".

Background:

Our Services are provided to you in a business-to-business capacity.

This Agreement governs any reservation for accommodation, transport, services, amenities and/or facilities ("Services") and the terms on which we authorise you to make onward sales of those Services.

1. Bookings

1.1 The Operator may request Services with AKORN by accepting our quote in writing delivered to AKORN, but the contract between AKORN and the Operator is formed when:

- (a) AKORN receives from the Operator the deposit amount as set out in clause 2.1 below.
- (b) AKORN confirms the Operator's request by sending to the Operator a written form of confirmation.

1.2 Each order which is so accepted by AKORN shall constitute an individual contract between AKORN and the Operator ("Booking"). Each Booking shall be subject to the terms and conditions set out in these Conditions.

1.3 This Agreement shall override any contrary different or additional terms or conditions (if any) contained on or referred to in an order form or other document or correspondence from the Operator and no additional alteration or substitution of these Conditions will bind AKORN or form part of any Booking unless they are expressly accepted in writing by a person authorised to sign on AKORN's behalf.

2. Price and Payment

2.1 The Operator shall pay a deposit, in the amount as set out in the quotation, at the point of Booking.

2.2 The balance of the purchase price must be received by AKORN by the date set out in the quotation.

2.3 AKORN shall be entitled to charge the Operator a surcharge at any time in the event of a fluctuation in exchange rates or in the event of the imposition or increase of any dues, levies or taxes or fees arising from the result of governmental action (including, but without limitation, an increase in VAT).

3. Obligations Of The Operator

3.1 The Operator undertakes and warrants to AKORN that it shall:

3.1.1 ensure that its obligations under these Conditions shall be performed by competent persons with appropriate levels of qualification and experience and with reasonable diligence, skill and care;

3.1.2 not at any time do, authorise or permit any act or omission which in any way shall alter, harm, misuse or bring into disrepute, impair or adversely affect the intellectual property rights of AKORN;

3.1.3 not perform its obligations under these Conditions in any manner which is inconsistent with these Conditions and which in the reasonable opinion of AKORN is prejudicial to the reputation of AKORN;

3.1.4 comply with all relevant laws, regulations and any requirements of any regulatory, governmental or quasi-governmental body or agency.

4. Complaints

4.1 Without prejudice to the remainder of this clause 4, AKORN endeavours to provide the Services to a very high standard. However should the Operator or any of its customers encounter any issue or problem with the Services; the Operator must contact AKORN immediately who will endeavour to assist. Where possible, all such issues or problems should also be raised directly with the third party supplier at the time of arising, to enable investigations to take place and remedies (where possible / appropriate) to be implemented.

4.2 The Operator accepts that it is liable directly to its customers for the proper performance of the obligations arising from the Operator's contract with its customers.

4.3 In the event of a complaint being made to the Operator by any of its customers in accordance with the above, relating to AKORN and in particular the inadequacy or non-provision of the Services, the Operator must notify AKORN in writing of any such claim or complaint immediately upon receipt.

4.4 Following investigation, AKORN shall advise the Operator of its decision and/or the amount of compensation(s) agreed (if any) to the Operator in writing. AKORN shall pay such amounts to the Operator as agreed between the parties. It is understood that the Operator shall not deduct the amounts relating to compensations from payments due by the Operator in accordance with clause 2, except where

expressly agreed between the parties in writing.

4.5 The Operator acknowledges and accepts that AKORN is under no obligation to honour any compensation already proposed or granted by the Operator to its customer.

5. Cancellation by the Operator

5.1 The Operator may cancel the Booking at any time before the tour has begun.

5.2 Unless different terms are set out in the quotation, any such cancellation will be subject to the following charges:

5.2.1 Cancellations received between the date of booking and 61 days prior to departure will result in the loss of the deposit.

5.2.2 Cancellations received 60 - 46 days prior to departure will be subject to a cancellation charge of 15% of the tour price.

5.2.3 Cancellations received 45 - 29 days prior to departure will be subject to a cancellation charge of 25% of the tour price.

5.2.4 Cancellations received 28 - 15 days prior to departure will be subject to a cancellation charge of 50% of the tour price.

5.2.5 Cancellations received 14 days or less prior to departure will be subject to a forfeiture of the entire tour price.

5.3 Cancellation of airline tickets will be subject to the refund policy of each individual airline and may be greater than the percentages above particularly when low cost/net based fares are used.

5.4 The purchase of special event tickets is subject to the refund policy of each individual event. Please refer to the specific event policy for details.

5.5 AKORN reserve the right to charge for financial penalties, fees and losses incurred in excess of your cancellation fee as a result of cancellation.

5.6 Should the Operator only cancel some of the passengers on the Booking the charges set out in Clause 5.2 will be pro-rated per passenger. Please note that partial cancellations may result in additional supplemental charges becoming payable on the remainder of the booking.

6. Cancellation by AKORN

6.1 AKORN shall be entitled to cancel any Booking by giving notice to the Operator at any time if the Operator has failed to make any payment under the terms of these Conditions or if the Operator has failed to make a payment under the terms of any other contract with AKORN.

6.2 In the event that AKORN cancels the Booking in accordance with the provisions of clause 6.1 above AKORN shall be entitled to charge the Operator the cancellation fee as set out in clause 5.2.

6.3 AKORN reserves the right to cancel any Booking if, in its opinion, the performance of the Booking will damage the reputation or goodwill of AKORN. In such circumstances, the Operator will be entitled to a full refund of the Booking price.

7. LIABILITY

7.1 AKORN will not be responsible for any loss or damage incurred by the Operator that relates to any business activity; or which could not have been foreseen at the time the Operator made its booking in light of the information the Operator gave to AKORN at that time.

7.2 AKORN shall not be liable to the Operator, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with these Conditions.

7.3 AKORN's total liability to the Operator for all other losses arising under or in connection with these Conditions, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the cost of the affected booking as shown on the invoice sent by AKORN to the Operator (or the appropriate proportion of this if not all of the Services are affected).

7.4 The Operator shall indemnify on demand AKORN in full against all losses, damages, liability, claims, costs, fines, penalties and expenses (including reasonable legal expenses whether or not proceedings are brought) awarded against or incurred or paid by AKORN as a result of or in connection with any breach of these Conditions by the Operator; and/or any act by the Operator outside of the scope of these Conditions or otherwise without the authority of AKORN. This indemnity will continue to apply after these Conditions come to an end for whatever reason.

7.5 AKORN reserves the right to change the Services which is the subject of the Booking at any time prior to departure of, or during the course of, the Services if AKORN considers it necessary to do so in the light of bookings, availability or unforeseen circumstances arising.

7.6 Whilst all reasonable attempts have been made to ensure the accuracy of information, descriptions and photographs provided by AKORN, certain such material, where applicable, is provided to AKORN by its suppliers and as such AKORN cannot accept any responsibility for the accuracy of such material. Where any such material is sourced directly by AKORN then it is accurate at the time of taking, however it is foreseeable that some destinations will change in appearance due to weather or other seasonal changes or external influences, and as such AKORN cannot guarantee the accuracy of any such material.

8. General Terms Applicable To The Services

8.1 **Special requests:** AKORN supplies the Services to the Operator on a business to business basis. However, if any of the Operator's customers have any special requests relating to any of the Services, the Operator should advise AKORN at the time of booking. Where applicable, AKORN will pass on all such requests to the third party supplier(s) and will endeavour to ensure that they are met, however cannot guarantee that such special requests will be met and will have no liability to the Operator or its customers if they are not.

8.2 **Disability Service Requests:** Any Disability Service Requests must be made, in writing to AKORN, prior to AKORN providing a quote for the Services. Any such requests made after AKORN has issued a quote, and not listed on your booking confirmation will not form part of the contract between AKORN and the Operator. AKORN will pass on any such requests but cannot guarantee that such requests will be met and will have no liability to the Operator or its customers if they are not.

9. Terms On Which We Authorise You To Sell The Product

9.1 AKORN authorises the Operator to make onward sales as principal and to act only to sell Services to consumers by entering into a direct contract with them, as principal to that contract ('Principal Sales'). The Operator agrees to act as principal at all times when selling AKORN Services. The Operator is not authorised

to act as agent on behalf of AKORN or on behalf of the third party suppliers.

9.2 In respect of all Principal Sales the Operator agrees: -

9.2.1 To ensure that any contract for any Services incorporates a set of booking conditions, which clearly set out a contract between the Operator and the purchaser of any Services for the supply of the Services before the Operator confirms any booking.

9.2.2 To create and despatch contractual documentation in such a manner so as to ensure that it is clear to the purchaser of any Services that the contract is between the Operator and the purchaser of any Services.

9.2.3 Not to represent to any consumer that their arrangements will be protected by any means of financial protection for their forward payments and repatriation in respect of the Services, arranged by AKORN.

9.3 For the avoidance of doubt AKORN will never enter into a consumer contract for the sale of a 'Package' under the Package Travel, Package Holidays and Package Tours Regulations 1992 in relation to any Services sold under these Conditions. In particular, you agree that all booking documentation employed by you in your subsequent sale of the Services will make clear that the purchaser's contract is with you and not AKORN. Should AKORN become liable for any consumer claims under the Package Travel Regulations 1992, you agree to fully indemnify us in accordance with this clause and the remainder these Conditions.

10. Time Limits For Claims And Proceedings

10.1 Any claim under the provisions of these Conditions shall be notified by the Operator to AKORN in writing within 60 days after the end of the Services. If such claims are not made within this period then AKORN shall have no liability for such defect or failure.

10.2 AKORN shall not be liable to the Operator in respect of any claim, if proceedings to enforce the claim are not started by no later than 6 months after the day on which the Services should have ended under the terms of the Booking.

11. Regulations Regarding Passports, Visa, Customs Duties, Foreign Currencies And Health

11.1 The Operator is responsible for the compliance by its clients with regulations in force in the visited countries regarding passports, visa, customs duties, foreign currencies and health. The Operator shall bear all liabilities arising from the failure by his clients to comply with such regulations and AKORN shall bear no liability or responsibility whatsoever in such circumstances

12. General

12.1 Any typographical, clerical or other error or omission in any brochure, quotation, price list, confirmation of offer, invoice or other document or information issued by AKORN shall be subject to correction without any liability on the part of AKORN.

The Operator shall not be entitled to assign this Booking or any rights or obligations arising under the terms of this Booking to any third party.

13. Confidentiality

13.1 The parties agree to keep confidential the contents of these Conditions and any confidential information relating to AKORN or the Operator, save for any information which is in the public domain, otherwise than through the wrongful disclosure of either party or which is required to be disclosed by law.

14. No Partnership / Joint Venture / Agency

14.1 This Agreement shall not operate to create a partnership or joint venture of any kind between the parties. Nothing contained in these Conditions shall be so construed as to constitute either party to be the agent of the other. Neither party shall have any authority to make any commitments on the other party's behalf.

15. Data Protection

15.1 Each party warrants that it will duly observe all its obligations under any relevant data protection and privacy legislation which arise in connection with these Conditions.

16. Force Majeure

16.1 Neither party shall be liable for failure to perform its obligations under these Conditions if such failure results from acts, events, omissions or happenings beyond its reasonable control including, without limitation, any natural disaster, fire, insurrection, war or other hostilities, riots, civil commotion, embargoes, the requirements or regulations of any civil or military authority, explosion, accident, industrial dispute (other than that between the affected party and its employees), transportation or communication problems or any incident which is similar in nature or effect to any of the foregoing (a "**Force Majeure Event**").

16.2 Each of the parties hereto agree to give notice forthwith to the other upon becoming aware of a Force Majeure Event, such notice shall contain details of the circumstances giving rise to the Force Majeure Event and shall take all reasonable steps to mitigate the effect of the Force Majeure Event.

16.3 If by virtue of clause 16.1, the affected party shall be excused the performance of any obligation under these Conditions for a continuous period of ninety (90) days, then the other party may at any time thereafter, and provided that such performance or punctual performance is still excused, terminate these Conditions immediately by written notice to the affected party.

17. Notices

17.1 Any notice to be given under these Conditions shall either be delivered personally or shall be sent by email.

18. Rights Of Third Parties

18.1 A person who is not a party to these Conditions shall have no right to enforce any term of these Conditions.

19. Miscellaneous

19.1 The Operator may not assign, transfer, charge or otherwise dispose of all or any of its rights or obligations under these Conditions without the express prior written consent of AKORN.

20. Jurisdiction And Severability

20.1 Any claim arising out of or relating to these terms and conditions shall be referred in the first instance to mediation. If mediation is unsuccessful then the dispute shall be settled by binding arbitration in the applicable legal forum as detailed in clause 21.1 of these terms and conditions. In lieu of a personal appearance at arbitration, the arbitration may be conducted by telephonic means. Mediation is the exclusive forum in the first instance for dispute resolution and except as otherwise provided by statute, each party shall bear its own costs and expenses and an equal share of the mediator and administrative fees.

21. Applicable Law And Forum:

21.1 This agreement shall be construed, interpreted and enforced in accordance with, and shall be governed by the laws of Italy. It is agreed between AKORN and the travellers that all lawsuits against AKORN arising under, in connection with, or incidental to the tour shall be filed, if at all, in the courts of Italy To the exclusion of the courts of or in any other country or jurisdiction.