

Standard information form for package travel contracts pursuant to Legislative Decree No. 62 of 21 May 2018

The combination of travel services offered to you constitutes a package within the meaning of Directive (EU) 2015/2302. Therefore, you will benefit from all EU rights applying to packages. FunActive TOURS GmbH is fully responsible for the proper performance of the package as a whole.

Additionally, FunActive TOURS GmbH has the protection required by law to refund your payments and, where transport is included in the package, to ensure your repatriation in the event of its insolvency.

Key rights under Directive (EU) 2015/2302

1. Travelers will receive all essential information about the package before concluding the package travel contract.
2. At least one trader is always liable for the proper performance of all the travel services included in the contract.
3. Travelers are given an emergency telephone number or details of a contact point where they can get in touch with the tour operator or the travel agency.
4. Travelers may transfer the package to another person – within a reasonable period and possibly subject to additional costs.
5. The price of the package may only be increased if specific costs rise (for example, fuel prices) and if this is expressly provided for in the contract, and in any event no later than 20 days before the start of the package. If the price increase exceeds 8% of the package price, the traveler may terminate the contract. If a tour operator reserves the right to a price increase, the traveler has the right to a price reduction if the relevant costs decrease.
6. Travellers may terminate the contract without paying a termination fee and receive a full refund of any payments if any of the essential elements of the package, other than the price, are significantly altered. If the trader responsible for the package cancels the package before the start of the package, travellers are entitled to a refund and, where appropriate, compensation.
7. Travellers may terminate the contract without paying a termination fee before the start of the package in the event of unavoidable and extraordinary circumstances, for instance if there are serious security problems at the destination which are likely to affect the package. – Additionally, travellers may terminate the contract at any time before the start of the package in return for an appropriate and justifiable termination fee.
8. If, after the start of the package, significant elements of the package cannot be provided as agreed, suitable alternative arrangements must be offered to the traveller at no extra cost. Travellers may terminate the contract without paying a termination fee where services are not performed in accordance with the contract and this significantly affects the performance of the package and the organiser fails to remedy the problem.
9. Travellers are entitled to a price reduction and/or compensation for damages where the travel services are not performed or are improperly performed.
10. The organiser must provide assistance to the traveller if the traveller is in difficulty.
11. 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, the repatriation of the travellers is secured. FunActive TOURS GmbH has arranged insolvency protection with Nobis Filo diretto Assicurazioni, Centro Direzionale Colleoni, Via Paracelso, 14 - Agrate Brianza 20864 (Tel: +39.039.9890.702 or 800.894123 for notifications during the trip; +39 039.9890.712 or 800.894124 for notifications prior to departure; www.nobis.it). Travelers may contact this entity or, where applicable, the competent authority—Ministero dei beni e delle attività culturali e del turismo - Direzione generale del Turismo, Via del Collegio Romano, 27 – 00166 - ROME (Tel. 06/67232131; dg-t@beniculturali.it)—if services are denied due to the insolvency of FunActive TOURS GmbH.
12. The traveler is informed that they may take out insurance covering cancellation penalties or the costs of assistance, including repatriation, in the event of accident, illness, or death. The organizer may make such coverage mandatory for its own package offers.

Website where Directive (EU) 2015/2302 can be found as transposed into national law:

www.gazzettaufficiale.it