

General Terms and Conditions

of Italiaplus Travel & Events GmbH
Management: Christine Rhodovi, Biebricher Allee 177, 65203 Wiesbaden, Germany
hereinafter referred to as the "Tour Operator" (*as of May 2025*)

1. Preliminary Remarks

The following provisions, to the extent effectively agreed upon, form part of the travel contract concluded between the customer and the Tour Operator. They supplement and elaborate on the statutory provisions of Sections 651a to 651y of the German Civil Code (BGB) and Articles 250 and 252 of the Introductory Act to the Civil Code (EGBGB).

These travel conditions do not apply to individual services arranged on behalf of third parties (e.g., event tickets booked as a standalone service) or to the arrangement of linked travel services within the meaning of Section 651w BGB. Separate information will be provided in such cases.

2. Conclusion of the Travel Contract

- 2.1 By submitting a booking (travel registration), the customer makes a binding offer to the Tour Operator to enter into a travel contract. This offer is based on the travel description and any additional information provided by the Tour Operator for the specific trip, to the extent that such information was made available to the customer.
- 2.2 Travel agents (e.g., travel agencies) and service providers (e.g., hotels, transportation companies) are not authorized by the Tour Operator to enter into agreements, provide information, or make assurances that alter the agreed content of the travel contract, extend the scope of the services contractually agreed upon by the Tour Operator, or contradict the published travel description.
- 2.3 Local brochures and hotel catalogs not issued by the Tour Operator are not binding on the Tour Operator and do not form part of its contractual obligations, unless expressly agreed with the customer as part of the travel description or service agreement.
- 2.4 Bookings may be made orally, in writing, by telephone, by fax, or electronically (e.g., via email or online). For all such booking methods, the Tour Operator shall confirm receipt of the booking promptly via electronic means.
- 2.5 The customer is liable for all contractual obligations of any persons for whom they make the booking, to the same extent as for their own obligations, provided the customer has expressly and separately assumed this responsibility.
- 2.6 The contract becomes effective upon receipt of the Tour Operator's declaration of acceptance. No specific form is required for this declaration. Upon or immediately after conclusion of the contract, the Tour Operator shall provide the customer with a written confirmation of the booking. This obligation does not apply if the booking is made by the customer less than seven business days before the start of the trip.
- 2.7 If the content of the Tour Operator's declaration of acceptance differs from the content of the booking, this constitutes a new offer by the Tour Operator, which shall remain binding for a period of ten days. The contract is concluded on the basis of this new offer if the customer expressly accepts it within the binding period, either by explicit declaration, down payment, or final payment.
- 2.8 In cases where services are clearly and expressly identified in the brochure, travel documents, or other statements as third-party services arranged on behalf of the customer, the Tour Operator acts solely as a travel agent. In such cases, the Tour Operator shall not be contractually liable—except in cases involving personal injury—unless caused by intent or gross negligence, relates to essential contractual obligations under the travel agency agreement, insurance coverage would have been reasonably obtainable, or warranted characteristics are missing. Accordingly, the Tour Operator is generally only liable for arranging such services, not for the services themselves (cf. Sections 675 and 631 BGB). The provisions of Section 2.1 apply accordingly to the conclusion of such contracts.
- 2.9 If our travel and payment terms are not provided to you at the time of a telephone booking, we will send them along with the booking confirmation/invoice. If you do not object to these terms within ten days of receipt—or immediately, in the case of short-notice bookings made within ten days of departure—the travel contract is deemed concluded under these conditions.
- 2.10 Please notify us immediately if, as the person making the booking, you have not received your travel documents at least five days prior to departure. Provided payment has been made, we will then promptly send the documents or make them available at the booked accommodation. If you fail to notify us and are unable to commence the trip due to missing travel documents, this will be treated as a cancellation subject to applicable cancellation fees.
- 2.11 Please note that, pursuant to Sections 312 et seq. of the German Civil Code (BGB), no statutory right of withdrawal applies to travel services that are booked via distance selling methods (including but not limited to letters, phone calls, faxes, emails, messaging services, SMS, online media, and digital services). Only the statutory cancellation and termination rights—especially the right of cancellation under Section 651h BGB—apply. A right of withdrawal does exist, however, if the contract for travel services under Section 651a BGB is concluded outside of business premises, unless the oral negotiations leading to the contract were conducted based on the consumer's prior request. In the latter case, no right of withdrawal applies.

3. Payment / Travel Documents

- 3.1 Within one week of receiving the booking confirmation/invoice, please transfer the deposit indicated therein. The deposit amounts to 25% of the total price if the booked trip includes air transportation. If no air transportation is included, a deposit of 20% of the total price is due, but not less than EUR 50.00 per booking. The remaining balance

must be paid no later than 30 days prior to the start of the trip, without further reminder. Travel documents (e.g., hotel vouchers or transport tickets), to the extent necessary or applicable for the trip, will be provided upon receipt of full payment, no later than 7 days before departure.

- 3.2 For contracts concluded within two weeks prior to the start of the trip, the traveler is required to make immediate payment of the full travel price in exchange for the delivery of all relevant travel documents, to the extent necessary or applicable for the trip (e.g., hotel voucher or transportation ticket).
- 3.3 If we offer a direct debit payment option and you have provided your consent, or if the Tour Operator accepts payment by credit card and the customer uses this method when booking, the charges will be made to your account at the same scheduled times as specified.
- 3.4 If the customer fails to make the down payment and/or final payment in accordance with the agreed payment deadlines, the Tour Operator shall be entitled—after issuing a reminder and setting a deadline—to withdraw from the travel contract and to charge the customer cancellation fees in accordance with Section 6.2, sentence 2 through Section 6.7.
- 3.5 Your trip is financially protected in accordance with Section 651r of the German Civil Code (BGB). A security certificate ("Sicherungsschein") will be provided to you along with the booking confirmation/invoice. A security certificate is only issued for package tours consisting of more than two travel components. When booking a hotel alone, the Tour Operator acts solely as an intermediary within the meaning of the BGB.
- 3.6 If the duration of the trip does not exceed 24 hours, does not include an overnight stay, and the total price per customer does not exceed €75, payment may be requested even without the issuance of a security certificate.
- 3.7 Ancillary services such as visa procurement are not included in the travel price unless expressly stated otherwise. If such costs arise, you must pay them directly to the respective service provider or sales office.

4. Services and Service Modifications

- 4.1 Unless otherwise stated in the travel description, no on-site tour guide or representative of the Tour Operator is provided for the booked services.
- 4.2 Arrival and departure are the sole responsibility of the customer, unless transportation services have been explicitly booked through the Tour Operator. Directions to the booked accommodation will be provided as part of the travel documents.
- 4.3 The scope of the contractual services is defined exclusively by the service descriptions of the Tour Operator as listed in the catalog or online description valid at the time of travel, as well as the corresponding details contained in the booking confirmation.
- 4.4 Accommodations may only be occupied by the maximum number of persons specified, unless a higher occupancy is explicitly permitted in the booking information. The number of persons listed in the booking confirmation, including children of all ages, must not be exceeded; children count as full persons. Persons not listed at the time of booking may be refused entry upon arrival.
- 4.5 All information provided in brochures, catalogs, on the website www.italiaplus.de, and in custom-tailored offers is binding for the Tour Operator. However, the Tour Operator expressly reserves the right to make specific changes to the descriptions and prices prior to contract conclusion if such changes are necessary due to objectively justified, significant, and unforeseeable reasons. In such cases, the customer will of course be informed prior to making a booking.
- 4.6 Changes to essential travel services that become necessary after conclusion of the contract and were not caused in bad faith by the Tour Operator are permitted only if they are not significant and do not materially alter the overall nature of the trip.
- 4.7 Any warranty claims remain unaffected if the modified services are defective.
- 4.8 The Tour Operator is obligated to inform the customer without undue delay upon becoming aware of any significant changes to the agreed services.
- 4.9 In the event of a significant change to an essential travel service, the customer has the right to withdraw from the travel contract free of charge or to request participation in a substitute trip of equal or greater value, provided the Tour Operator is able to offer such a trip from its portfolio at no additional cost to the customer. The customer must assert this right without undue delay after being informed by the Tour Operator of the change in services or the cancellation of the trip.

5. Service Modifications

- 5.1 Prior to the conclusion of the contract, the Tour Operator may at any time make changes to the service descriptions. The customer will, of course, be informed of such changes before making a booking.
- 5.2.1 Changes to essential travel services compared to the agreed content of the travel contract that become necessary after the contract has been concluded and before the start of the trip, and that were not made in bad faith by the Tour Operator, are only permitted if they are not significant and do not materially alter the overall nature of the booked trip. Any warranty claims remain unaffected, particularly if the modified services are deficient.
- 5.2.2 The Tour Operator is obligated to inform the customer of any service modifications without undue delay upon becoming aware of the reason for the change, using a durable medium. If applicable, the Tour Operator will offer the customer a free rebooking or the option to withdraw from the contract free of charge.
- 5.2.3 In the event of a significant change to a key feature of the travel service or a deviation from specific requirements of the customer that have become part of the package travel contract, the customer has the right—within a reasonable

period specified by the Tour Operator at the time of notification of the change—to either accept the modification, withdraw from the package travel contract free of charge, or request participation in a substitute trip, provided such a trip is offered by the Tour Operator.

The customer is free to choose whether or not to respond to the Tour Operator's notice. If the customer responds, they may either accept the change, request participation in the substitute trip (if one is offered), or withdraw from the contract free of charge. If the customer does not respond or fails to respond within the stated deadline, the notified change shall be deemed accepted. The customer must be clearly, understandably, and prominently informed of this legal consequence in the notice referred to in Section 5.2.3.

- 5.2.4 Any warranty claims remain unaffected if the modified services are defective. If the Tour Operator incurs lower costs in carrying out the modified trip or substitute trip of equivalent quality, the customer shall be reimbursed the difference in accordance with Section 651m (2) of the German Civil Code (BGB).
- 5.2.5 For cruises, any necessary changes to the schedule and/or route—e.g., for safety or weather-related reasons—shall be decided solely at the discretion of the ship's captain.

6. Cancellation by the Customer Before Departure / Non-Utilization of Travel Services / Cancellation Fees

- 6.1 The customer may withdraw from the trip at any time prior to the start of the journey. The cancellation must be declared to the Tour Operator, stating the travel booking number, at the address provided below and, without exception, in advance by email to info@italiaplus.com. If the trip was booked through a travel agency, the cancellation may also be submitted to that agency. To avoid misunderstandings, the customer is strongly advised to declare the cancellation in writing and via email.
- 6.2 If the customer withdraws from the trip before departure or fails to commence the trip, the Tour Operator forfeits the right to receive the full travel price. However, unless the cancellation is attributable to the Tour Operator or results from force majeure, the Tour Operator is entitled to claim reasonable compensation for travel arrangements made and expenses incurred up to the time of cancellation, based on the total travel price.
- 6.3 The Tour Operator calculates this compensation on a sliding scale, based on the time between the customer's notice of cancellation and the scheduled start of the trip. The compensation is expressed as a percentage of the total travel price and takes into account any expenses usually saved and potential alternative use of the travel services. The amount of compensation is determined by the date on which the Tour Operator receives the customer's notice of cancellation and is calculated as follows:

- a) For all types of travel (excluding vacation apartments/houses):

Up to 45 days before departure: 25%

From the 30th day before departure: 40%

From the 24th day before departure: 50%

From the 17th day before departure: 60%

From the 10th day before departure: 80%

From the 3rd day before departure up to and including the day of departure or in case of no-show: 90% of the total travel price.

- b) For contracts involving vacation apartments or holiday homes:

Up to 60 days before departure: 25%

From the 59th to the 36th day before departure: 50%

From the 35th to the 3rd day before departure: 80%

From the 2nd day before departure up to and including the day of departure or in case of no-show: 95% of the total travel price.

Different cancellation policies may apply to certain programs, such as event tickets or train passes.

- 6.4 If two or more individuals have jointly booked a double or shared room and no replacement participant takes the place of the person canceling, the Tour Operator is entitled to charge the full room price or, if feasible, to reassign the remaining participants to alternative accommodations.
- 6.5 In the event of cancellation, any scheduled airline tickets or other documents previously issued by the Tour Operator must be returned. Otherwise, the Tour Operator reserves the right to charge the full price.
- 6.6 In any case, the customer retains the right to demonstrate that the Tour Operator has incurred no loss or a substantially lower loss than the flat-rate compensation claimed.
- 6.7 The Tour Operator reserves the right to demand a higher, specifically calculated compensation instead of the flat-rate amounts stated above. In such cases, the Tour Operator is obligated to provide a detailed calculation of the compensation, taking into account any expenses saved and any potential alternative use of the travel services.
- 6.8 The statutory right of the traveler, pursuant to Section 651e of the German Civil Code (BGB), to request—by notice on a durable medium (e.g., email)—that a third party enter into the rights and obligations under the package travel

contract in their place remains unaffected by the above provisions. Such notice shall be deemed timely if received by the Tour Operator no later than seven days before the start of the trip.

7. Rebookings

- 7.1 After the travel contract has been concluded, the customer has no legal entitlement to make changes regarding the travel date, destination, departure location, accommodation, or mode of transportation (rebooking). If a rebooking is nevertheless carried out at the customer's request, the Tour Operator may charge a rebooking fee per customer.

The fee amounts to:

- a) For all types of travel (excluding vacation apartments/houses): €50 per rebooking if requested up to the 45th day before departure.
- b) For contracts involving vacation apartments/houses: €50 per rebooking if requested up to the 60th day before departure.

The customer remains entitled to prove that no rebooking costs were incurred or that such costs were substantially lower than the flat-rate fee.

8. Extraordinary Circumstances / Force Majeure

- 8.1 If the trip is significantly impeded, endangered, or adversely affected due to unforeseeable force majeure at the time of contract conclusion (e.g., strikes, war, civil unrest, natural disasters, terrorism, epidemics, etc.), both the customer and the Tour Operator may terminate the travel contract. In such cases, the Tour Operator will promptly refund the travel price paid by the customer, less reasonable compensation for travel services already provided or still to be provided for the purpose of terminating the trip.
- 8.2 If termination occurs after the trip has already commenced, the Tour Operator is obligated to take the necessary measures, particularly to arrange return transportation for the traveler if contractually agreed. If the contract is terminated under Section 8.1, the additional costs for return transportation shall be borne equally by both parties. Any other additional costs shall be borne by the customer.
- 8.3 The Tour Operator may withdraw from the contract prior to the start of the trip if the fulfillment of the travel contract is prevented due to unavoidable and extraordinary circumstances. In this case, the Tour Operator must declare the withdrawal without undue delay upon becoming aware of the reason. If the Tour Operator withdraws from the contract, they forfeit the right to receive the agreed travel price.
- 8.4 Travel advisories from the German Federal Foreign Office are available online at www.auswaertiges-amt.de and by phone at +49 (30) 5000-2000.

9. Non-Utilization of Services

If the customer does not utilize individual travel services that were properly offered, for reasons attributable to the customer (e.g., early return or other compelling personal reasons), the customer shall have no right to a proportional refund of the travel price. The Tour Operator will, however, make reasonable efforts to obtain reimbursement of any saved expenses from the service providers. This obligation does not apply to services that are entirely insignificant or where statutory or regulatory provisions prevent a refund.

10. Cancellation Due to Minimum Participant Numbers Not Being Met

The Tour Operator may withdraw from the travel contract due to failure to meet the minimum number of participants only if:

- a) the minimum number of participants and the deadline by which the customer must have received notice of cancellation prior to the agreed travel start date were specified in the respective travel description, and
- b) these details were clearly indicated in the booking confirmation.

The withdrawal must be declared to the customer no later than the 29th day before the scheduled start of the trip.

If it becomes apparent at an earlier stage that the minimum number of participants will not be reached, the Tour Operator is obligated to exercise the right of withdrawal without undue delay.

If the trip is canceled for this reason, any payments already made by the customer toward the travel price will be refunded immediately.

11. Termination Due to Conduct-Related Reasons

The Tour Operator may terminate the travel contract without notice if the customer or any participant in the customer's booking, despite a prior warning by the Tour Operator, persistently disrupts the trip, if their continued

participation is unreasonable for other travelers, or if their conduct constitutes a serious breach of contract justifying immediate termination.

In the event of such **termination**, the Tour Operator retains the right to the full travel price. However, the Tour Operator must credit any saved expenses and any benefits received from alternative use of the unused services, including any reimbursements received from service providers. Any additional claims for damages remain unaffected.

12. Customer Obligations

12.1 Notice of Defects

If the trip is not provided in accordance with the contract, the customer may request remedial action. However, the customer is obligated to notify the Tour Operator without undue delay of any travel defect that has occurred. If the customer fails to report the defect in a timely manner and this failure prevents the Tour Operator from remedying the issue, the customer shall not be entitled to claim a price reduction under Section 651m BGB or damages under Section 651n BGB. This does not apply if providing notice would be obviously futile or otherwise unreasonable.

The customer is required to report the defect directly to the local tour representative at the destination. If no representative is available on-site, the customer must notify the Tour Operator at its business address. Information regarding how to contact the local representative or the Tour Operator will be provided in the service description or, at the latest, with the travel documents. The tour representative is authorized to arrange for remedies where possible, but is not authorized to acknowledge any customer claims.

12.2 Deadline for Termination

If the customer wishes to terminate the travel contract due to an unacceptable travel defect, they must first grant the Tour Operator a reasonable period to remedy the defect. This requirement does not apply if remedy is impossible, is refused by the Tour Operator, or if immediate termination is justified by a specific interest of the customer that is apparent to the Tour Operator.

12.3 Baggage Loss and Delay

In the event of damage or delay involving air travel, the Tour Operator strongly recommends that the customer immediately report the issue on site by submitting a Property Irregularity Report (P.I.R.) to the responsible airline. Airlines generally reject compensation claims if such a report is not filed. In the case of lost baggage, the report must be submitted within 7 days; in the case of delayed delivery, within 21 days after receipt of the baggage. In addition, any loss, damage, or misdirection of baggage must be reported to the tour representative or the Tour Operator's local representative at the destination.

12.4 Travel Documents

The customer must notify the Tour Operator if they do not receive the required travel documents (e.g., flight ticket, hotel vouchers) within the timeframe communicated by the Tour Operator.

12.5 Duty to Mitigate Damages

The customer is obligated to prevent the occurrence of damages to the extent possible and to minimize any damages that do occur. In particular, the customer must inform the Tour Operator of any potential risk of damage.

13. Limitation of Liability

13.1 The tour operator's contractual liability for damages that are not bodily injuries is limited to three times the total travel price:

- a) insofar as the customer's damage was not caused intentionally or by gross negligence, or
- b) insofar as the tour operator is solely responsible for a damage incurred by the customer due to the fault of a service provider.

13.2 The tour operator's tort liability for property damage not resulting from intent or gross negligence is likewise limited to three times the total travel price. This liability cap applies per customer and per trip. Any potential claims exceeding this amount in connection with baggage under the Montreal Convention remain unaffected by this limitation.

13.3 The tour operator is not liable for service disruptions, personal injury, or property damage in connection with services that are arranged as third-party services only (e.g., excursions, sporting events, theater visits, exhibitions, transportation services to and from the designated point of departure or destination), provided that these services are clearly identified as third-party services in both the travel description and the booking confirmation—naming the contractual partner—such that it is apparent to the customer that they are not part of the tour operator's contractual travel services.

However, the tour operator shall be liable:

a) for services that include the transportation of the customer from the designated point of departure to the designated destination, transportation during the trip, and accommodation during the trip,

b) if and to the extent that a customer's damage was caused by a breach of the tour operator's obligations to inform, advise, or organize.

- 13.4 In contracts concerning vacation apartments or houses, the tour operator shall not be liable for occasional outages or disruptions in water and/or electricity supply. Likewise, no liability shall be assumed for the continuous operational readiness of facilities such as heating, air conditioning, elevators, swimming pools, and similar amenities.

14. Exclusion of Claims

- 14.1 Claims for non-conforming performance of the travel services must be asserted by the customer within 24 months after the contractually agreed end of the trip. To meet this deadline, the claim must be submitted directly to the tour operator at the address provided above or below.

- 14.2 This provision does not apply to the time limits for reporting baggage damage, delayed delivery of baggage, or baggage loss in connection with flights, as specified in Section 12.3. Such claims must be reported within 7 days in the case of baggage loss and within 21 days in the case of delayed delivery, calculated from the date the baggage was handed over.

15. Obligation to Provide Information on the Identity of the Operating Air Carrier

- 15.1 In accordance with EU regulations concerning the notification of air passengers about the identity of the operating air carrier, the tour operator is obligated to inform the customer of the identity of the operating airline(s) performing any air transport services included in the booked travel arrangements at the time of booking.

- 15.2 If the operating airline is not yet known at the time of booking, the tour operator is required to inform the customer of the airline(s) that are most likely to operate the flight.

- 15.3 As soon as the tour operator becomes aware of which airline will operate the flight, it must inform the customer accordingly.

- 15.4 If the airline initially identified to the customer as the operating air carrier changes, the tour operator is required to inform the customer of this change. The tour operator must take all reasonable steps without delay to ensure that the customer is informed of the change as quickly as possible.

- 15.5 The list of air carriers that are subject to an operating ban within the EU (the "Community List") can be found at the following website: <https://www.eu-info.de/leben-wohnen-eu/schwarze-liste-flugzeugesellschaften/>.

16. Passport, Customs, Visa, and Health Regulations

- 16.1 The tour operator will inform nationals of a member state of the European Union in which the travel services are offered about the applicable passport, visa, and health regulations, as well as health-related formalities, approximate timeframes for obtaining any necessary visas prior to contract conclusion, and any changes to these regulations prior to the start of the trip. Nationals of other countries should consult the relevant consulate for information. It is assumed that no particular circumstances apply to the customer or any fellow travelers (e.g., dual nationality, statelessness).

- 16.2 The customer is responsible for obtaining and carrying the required travel documents, any necessary vaccinations, and for complying with customs and foreign exchange regulations. Customs and currency regulations are strictly enforced in many countries. Certain countries may require specific vaccination certificates (e.g., COVID-19, yellow fever, smallpox), proof of testing, and health precautions. Similar requirements may also be enforced by German authorities. Both prior to departure and upon return to the home country, testing requirements or proof of vaccination/recovery may be mandatory, as well as other entry or transport conditions (e.g., online forms, QR codes). Without such documentation or tests, the tour operator cannot guarantee transport by airline or entry into the destination country. Please ensure you are well-informed and strictly comply with all requirements. Any disadvantages resulting from the failure to observe such regulations—such as the payment of cancellation costs—shall be borne by the customer. This does not apply if the tour operator has culpably failed to provide, or has provided inadequate or incorrect, information.

- 16.3 The tour operator shall not be liable for the timely issuance and receipt of necessary visas by the respective diplomatic mission, even if the customer has instructed the tour operator to obtain them, unless the tour operator has culpably breached its own obligations.

17. Choice of Law

- 17.1 The contractual relationship between the customer and the tour operator shall be governed exclusively by German law. This applies to the entire legal relationship.
- 17.2 Insofar as the liability of the tour operator is not subject to German law by reason of legal action brought by the customer abroad, the legal consequences—particularly in regard to the nature, scope, and amount of the customer's claims—shall be governed exclusively by German law.

18. Data Protection

- 18.1 The collection and processing of all personal data are carried out in accordance with European data protection laws. The personal data provided by the customer to the tour operator will be electronically processed and used to the extent necessary for the execution of the contract.
- 18.2 Data may be transmitted to governmental authorities or agencies only within the framework of applicable legal provisions.
- 18.3 For further information on how we handle your data, please refer to our Privacy Policy at: www.italiaplus.de/datenschutz.

19. General Provisions / Recommended Insurance

- 19.1 All information in our brochures or on the website www.italiaplus.com is published subject to legal or governmental approval. The details in these brochures correspond to the status at the time of printing.
- 19.2 With the publication of new brochures, all of our previous publications regarding the same travel destinations and dates become invalid.
- 19.3 Oral side agreements shall not be deemed concluded. Amendments and supplements to the contract must be made in writing. The written form requirement is also satisfied by text form as defined by Section 126b of the German Civil Code (e.g., email, messenger, SMS, fax). This also applies where these Terms and Conditions or the orders or contracts concluded between the parties require a "written" declaration.
- 19.4 No liability is accepted for printing or calculation errors.
- 19.5 The invalidity of any part of these terms shall not affect the validity of the remaining provisions.
- 19.6 The customer is not insured by the tour operator. The tour operator strongly recommends taking out travel health insurance and insurance covering the cost of repatriation in the event of accident or illness, or a comprehensive travel insurance package. The respective terms and conditions of the insurance company shall apply. The tour operator acts solely as an intermediary for such insurance services. The customer is insured against accidents by the respective transportation companies (e.g., airlines) in accordance with their applicable regulations.

20. Place of Jurisdiction

- 20.1 The customer may bring legal action against the tour operator only at the latter's registered office.
- 20.2 For legal actions brought by the tour operator against the customer, the customer's place of residence shall be determinative. For lawsuits against customers or contractual partners of the travel agreement who are merchants, legal entities under public or private law, or persons who have their domicile or habitual residence abroad, or whose domicile or habitual residence is unknown at the time of filing the lawsuit, the place of jurisdiction shall be the registered office of the tour operator.
- 20.3 The above provisions do not apply:
- a) if and to the extent that non-waivable provisions of international agreements applicable to the travel contract between the customer and the tour operator result in a more favorable outcome for the customer, or

b) if and to the extent that non-waivable provisions applicable to the travel contract in the EU Member State of which the customer is a resident are more favorable for the customer than these provisions or the corresponding German regulations.

21. Consumer Dispute Resolution / ODR Platform and Assignment

- 21.1 The European Commission provides a platform for the online resolution of consumer disputes, which you can access at: <http://ec.europa.eu/consumers/odr/>.
- 21.2 Italiaplust GmbH is currently not participating in this voluntary procedure for alternative dispute resolution. Therefore, the ODR platform is not available for use by our customers.

22. Information about the Tour Operator:

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