

# Information, General terms and Conditions of Sale

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## Organization

All activities proposals are co-ordinated by Guidi Tour srl, event organizer in Rome  
C. F. and P. I. 12781001008 -REA RM 1399723

## 1. DEFINITIONS

The organizer of events, the person who undertakes on its own behalf and/or for the account of third parties to provide the coordination and management of the elements necessary for the realization of the event for a fee, or offering to the customer, also through a system of distance communication, the possibility to accomplish autonomously and buy that service;

The notion of event is the organization of events sold or offered in sale at a forfeit price resulting from the combination of the elements that constitute the same, to the satisfaction of the needs of the customer.

## 2. RESERVATIONS

To participate in the activities organized is always mandatory for the booking.

The booking request is challenging and will have to be made on the appropriate registration form, if electronic, filled in every part and signed by the customer, that will keep a copy. The acceptance of bookings is intended to be completed, with consequently conclusion of the contract, only when the organizer will send confirmation, even by telematics system to the customer.

Reservations must be made by filling out the appropriate application form downloadable on the page on which the chosen event directly from our site [www.guiditour.com](http://www.guiditour.com).

The form must be sent via e-mail at the address specified on the registration Registrarion form or [info@guiditour.com](mailto:info@guiditour.com) compiled directly on the site of the event.

We invite you to book your activities within the specified timeframe. Reservations received after the relevant dates indicated will be accepted with reserve, and only in case of further availability.

Bookings of activities organized for the week and forwarded by e-mail on Friday after 18:00 may not be valid.

If you book on behalf of third parties you are responsible for the payment of any penalties, cancellation in the event of a decrease in the number of participants.

To book one or more places you must indicate name, surname, telephone number and email of each participant by filling in the registration form. Reservations received incomplete will not be accepted.

And the precise duty of the participants enquire at time of booking on the fees and what they included or not included.

It is the duty of the participant with motor difficulty inquire at the time of booking, on any difficulty access to the sites, the times and distances of mileage, on rough road surfaces or in the open air, etc.

It is the duty of the participant to communicate with at least seven days in advance of any food allergies and/or diets, or any other specific diets.

The registration at the event, especially if expected flight, is necessary to communicate the name and last name as indicated in document that you will use for travel abroad and for the purchase of the relevant travel tickets (air/naval/rail/other). No responsibility is attributable to the organizers in case of impossibility to make the journey to incorrect or incomplete personal data. Any costs incurred for the necessary changes will be attributed to the passenger.

## 3. PARTICIPATION FEES

The organisers reserve the right to change the amounts of participation to the events caused by the failure to achieve the minimum number of participants indicated, increases in air fares, fuel costs, airport charges, currency adjustments in the Euro/Dollar exchange rate USD, rate of VAT and for all the other situations that are not foreseeable at the time of publication. The fluctuations will affect the price. Participation fees for all events with an overnight stay are valid with a minimum of paying participants (indicated in the registrarion form)

# Information, General terms and Conditions of Sale

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## 4. PAYMENTS

Any booking for events (of one day or more days) to be considered valid must be regularised by payment of deposit or balance. As the amount of confirming deposit of 50% has to be paid at the time of booking and in any case within and not later than seven days from the communication of the booking, unless otherwise stated. The payment of the fee must, without exception, is due at time of booking and/or no later than seven days from the date of the reservation, on pain of forfeiture of the same.

Reservations for the event with advance payment is considered confirmed only on the payment of the whole participation fee. The balance of the participation fee, including any supplements, should always be made within thirty days from the date of the event.

The failure to pay amounts above the dates set is an express termination clause, such as to determine, on the part of the organizer, the right resolution. The reservation, therefore, has to be considered cancelled.

Payments can be made bank transfer to the coordinates:

Banca Intesa, cod. IBANIT35U030690512410000008165 made payable to Guidi Tour srl.

And must send a copy of the accounting of the payment via fax to the no. 06.523.184.55 or via email at [amministrazione@guiditour.com](mailto:amministrazione@guiditour.com) indicating the name of the participant and title of the event.

## 5. CANCELLATIONS, PENALTIES, CANCELLATIONS OR CHANGES

Cancellations:

The cancellation of the booking for the one day events are without incurring the penalties, cancellations must be notified to the Secretariat seven days before the start date of the event.

Cancellations made within seven days from the start date of the event resulting in the payment of the whole sum published.

The organisers reserve the right to delete the events of a day up to two days from the date of departure.

The organisers reserve the right to cancel events with overnight accommodations for up to seven days from the date of departure.

In the case of payment of penalties it will be required and/or retained and will be charged for the amount of the fee with the invoice of cancellation penalties.

Penalties:

10% of the participation fee up to 45 calendar days before departure;

30% of the participation fee from 44 to 30 calendar days before departure;

75% of the participation fee from 29 to 15 calendar days before departure;

90% of the participation fee from 14 to 7 calendar days before departure;

100% of the participation fee from 6 calendar days to day of departure;

No refund to those who could not make the trip due to absence, not validity or inaccuracy of the documents required for expatriation.

NOTE: Some of the destinations and services have terms of payment and penalties different from those indicated. The conditions will be specified at the time of booking. In all cases, will be charged with the fees.

No refund in addition, is granted to those who renounce all event during the execution of the same.

From the above, the following are excluded: events that include the use of scheduled flights with special rates. In these cases, the conditions of the penalties are deregulated and more restrictive.

Deregulation of the general conditions of the trip (per person):

1) in the event of cancellation of the entire package and/or ticket only for the flight line with the special rate, the penalty according will be according to the fare rules of the carrier, for the part relative to the flight; will apply instead of the penalties, as indicated above, for the living room.

2) The penalty relating to additional services that make up the package event will be communicated at the time of the cancellation according to the penalties applied by the providers of the services.

ARE NOT INCLUDED (unless otherwise stated) everything not expressly stated in the program.

Changes or cancellation:

In the event of cancellation or exhaustion of the places, the booked customers will be notified via sms/e-mail/telephone.

Any changes in the operating plane made by the Companies and some of the coincidences (not predictable), it may be necessary to stay overnight in a transit city. The cost is the responsibility of the participants, when not already covered by the air carrier.

# Information, General terms and Conditions of Sale

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Requests for changes to practices or services that have already been confirmed may result in additional costs charged by the providers of the services. We do not accept any liability for damage to persons or property which may occur during the execution of the activities.

All as indicated in the "General Information" is an integral part of what is described in the program of the event chosen.

Before departure, the organizer who needs to modify significantly one or more elements of the contract, shall give immediate written notice to the customer, indicating the type of change and the change in price that follows.

If the customer does not accept the proposed amendment may exercise the right to regain either the sum already paid or to enjoy the offer an event as a replacement.

The customer can exercise the rights mentioned above even when the cancellation depends on the failure to achieve the minimum number of expected participants in the event or in cases of force majeure and fortuitous events, related to the event purchased.

For the cancellations different from those caused by force majeure, by fortuitous events and failure to reach the minimum number of participants, as well as for those different from the missed acceptance by the customer in the event that the alternative offered, the organizer cancels, it will return to the customer the total amount he paid and cashed by the organizer.

The organizer, if after the departure is unable to provide for any reason except for the fact the customer, an essential part of the services included in the event, they must provide alternative solutions, without additional cost to the customer and if the services provided are of lower value than those provided, refund an amount equal to the difference.

If it is not no alternative solution, or the solution arranged by the organiser is refused by the customer for proven and justified reasons, the organizer will provide without additional charge, a means of transport equivalent to that originally planned to return to the place of departure or to another place possibly agreed, compatibly with the availability of means and seats, and will refund the difference between the cost of the benefits provided and the performance up to the time of anticipated return.

## 6. REPLACEMENTS

The renouncing customer can be replaced by other persons provided that:

a) the organizer is informed in writing at least four business days prior to the date fixed for the departure, receiving contextually communication regarding the reason for the substitution and the generalities of the assignee; (b) the transferee meets all the conditions for the use of the service and in particular the requisites relative to passport, visas, certificates, etc; (c) the same services or other services in replacement can be provided following the substitution; d) the substitute refunds the organizer all the additional expenses incurred to proceed with the replacement, to the extent that will be quantified before the sale. The transferor and the transferee are jointly and severally liable for the payment of the balance due and the amounts referred to in point (d) of this chapter.

## 7. RECESSES

The consumer can withdraw from the contract without paying penalties in the following cases:

- increase in the price referred to in the previous in excess of 10%;
- significant modification of one or more elements of the contract objectively as essential for the enjoyment of the event as a whole and proposed by the organizer after the conclusion of the contract but before departure and not accepted by the customer.

In the above cases, the customer has the right to either:

- make use of an event alternative, at no extra cost or with the refund of the excess price if the second has a lower value than the first;
- the return of only the price already paid.

The customer will have to give notice of his decision (to accept the modification or to recede) within and no later than two working days from the time he received the notice of increase or modification. In the absence of express notice within the above term, the proposal formulated by the organizer is considered accepted. The customer withdraws from the contract before the departure outside the assumptions listed

# Information, General terms and Conditions of Sale

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in the first will be charged regardless of the payment of the deposit the individual cost of management practice and the penalty as indicated above.

## 8. LIABILITY REGIME

The organizer is liable for damages caused to the customer by reason of the total or partial non-performance of the contract, either if these are performed by himself or by a third party service providers, unless he proves that the event was caused by the customer (including initiatives taken independently by the latter during the course of the performance of the services), or from the fact of a third character unpredictable or unavoidable circumstances unrelated to the provision of the services described in the contract, fortuitous events, force majeure, or by circumstances that the same organiser could not, according to professional diligence, reasonably foresee or resolve.

## 9. CLAIMS AND COMPLAINTS

Any failure in the execution of the contract must, on pain of the forfeiture be contested by the customer during the journey by means of timely submission of the complaint, so that the organizer, his local representative or the guide may remedy the situation promptly.

If not, can not be denied the breach of contract.

The customer must also, on pain of forfeiture complaint by sending a registered letter with acknowledgment of receipt, or other means that guarantees proof of receipt, to the organiser, not later than ten working days from the date of the end of the event.

## 10. CAR RALLY GENERALE REGULATION

The present exists, the general rules and, from time to time, to the integration of the present regulation, the gathering which is an integral part of the entry form.

Vehicles allowed and the obligations connected to the vehicle

Each vehicle registered to the event must be under the full and exclusive responsibility of the competitor:

- complying with the technical requirements of the manufacturer;
- complying with the technical requirements of the national legislation in force;
- with valid movement document, where it is registered, the revision as to the law;
- covered by insurance for damages to third parties in the course of validity (compulsory civil liability according to the laws of the Italian State)

Every vehicle registered with circulating under the responsibility of the owner or, if not led by these, with the pilot participant

Obligations of the drivers and/or participant

Each pilot and/or participant, must be in the possession, under their own and exclusive responsibility, your driving licence valid.

By signing the special registration form, each participant agrees for himself or for the pilot, and that the same has been delegated to drive the vehicle in a safe manner, using warning, caution, courtesy and fairness towards all the other participants, as well as towards the public and towards other road users.

Each pilot is obliged, under its sole responsibility, to the strict respect of:

- all laws, regulations, rules, and regulations (local and regional) in force in the territory where the event takes place, including, without limitation, all applicable speed limits;
- the rules of the highway code;
- road safety rules;
- the prohibitions and regulations regarding the use and consumption of alcoholic beverages, drugs, narcotic substances.

Behaviour in gear

During the entire course of the event, the pilots are required to comply with the provisions issued by the organization.

It is strictly forbidden to compete in speed with the other participants in the event, as well as to propose or participate in bets of any kind in connection with the event.

- The column means will be preceded by a leader that will give the pace and will be followed by the so-called broom, which will make sure that the column is not its break-up. Depending on the number of media

# Information, General terms and Conditions of Sale

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present, and if possible, one or more clamping arms will take care of keeping compact the group and to facilitate the transit in areas of traffic or through intersections.

- During the march in column, always maintain a scrupulous respect of the safety distance and keep an eye on the middle that follows you. To avoid that the distance from the middle of that above may become excessive so as not to lose contact with the rest of the column.
- Always keep to the right and take extreme care that no relay is about to come in at that time.
- If during the journey, there should be problems, please notify one of the clamping arms or the group leader and agreed with him to stop, or in case it is not possible to notify the group leader, notify the broom.
- The pace is determined by the group leader and is obliged to the whole of the column to keep it without the tip-in sudden, and without exceeding the time.
- The route chosen is usually communicated in advance to all. Are not permitted deviations for no reason. The route is designed with the stops and the timing to be able to reach the goal in the fixed time for which the participants are strongly requested not to forward requests for deviations or other type because it will not be taken into any consideration.

## Sanctions and exclusions

The Organizing Committee, may warn or exclude at any time the vehicle, a pilot or participant, or the crew is to adopt conduct not in conformity with this regulation, the rules of the highway code and those of civil life.

The non-respect of the above depending on the severity of the behaviour, may result in the exclusion of the participant from the event.

## Discharge of liability

With the signature on the registration form, the competitor declares, shouldering the responsibility, even for the driver of the vehicle by him in writing to:

- know and accept this regulation, committing itself to respect and to enforce it;
- subscribe to event vehicle in accordance with the rules of the use and movement force, with the regular certification of testing in the course of its validity, and to adjust insurance coverage active;
- assume any liability with regard to the obligations connected to the vehicle(or vehicles), as listed in this regulation;
- assume any liability with respect to obligations of the pilots, which are detailed listed in this regulation;

Each participant also agrees to absolve the organizing committee, all the Organizations and Associations that partner with or sponsor the initiative, as well as the Authorities, the owners or managers of the roads travelled, as well as all the people involved in the organization, from any liability for damage caused during the event it participant, on passengers, employees and co-workers.