



COVID-19 and FORCE MAJEURE CANCELLATION POLICY

GROUPS' BOOKINGS

"Force Majeure" is understood to mean any circumstance beyond the reasonable control of the affected party, which the said party could not have been aware of or been able to predict on the execution date of the agreement, and the effects of which the said party could not have been reasonably required to circumvent or avoid, including, but not limited to, strikes and workers' disputes, regulatory actions or instructions from governmental authorities, civil unrest, accidents, acts of war, acts of God, epidemic/disease risk, fires, floods or other emergencies, intervention at the hotel resulting from management decisions.

Any health requirement that Travellers must undergo upon arrival in the country of destination or upon return to the country of origin (for example, the obligation to undergo a tampon or other type of test) and travel warning do not represent "force majeure".

With particular reference to **Covid-19**, the Parties agree upon the following cancellation policy:

a. 100% refund to each single member of the group in the following cases:

- if Travellers won't be allowed to come because of an exit ban imposed by their home country cause to the Covid-19 emergency;
- if a re-entry ban is imposed by Traveller's Home Country cause to the Covid-19 emergency in relation of the stay in Italy;
- if Travellers won't be allowed to come because of an entry ban imposed by national authorities and/or local authorities of the Hotel destination area cause to the Covid-19 emergency in relation to the home country;
- if a quarantine period is requested upon arrival in Italy;
- if a quarantine period is requested upon return to home country.

b. 100% refund to the whole group in case of official lockdown in Italy or in the Hotel destination Area.

c. 100% refund in all other cases provided by art. 88bis D.L. 18 of March 17, 2020 and subsequent amendments lastly (with Law of July 17, 2020 n. 77).

In the above cases, any paid deposit will be converted into a voucher credit usable according to the Italian law, prior written acceptance of [XXX]. In case of non-acceptance, TH will reimburse [XXX] or offer an alternative package travel of an equivalent/higher/lower quality in which case the difference in price will be refund.

TH Resorts di Hotelтурист S.p.A.

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C.F. e Reg. Imp. PD: 01620970903 - P.I.: 01047360910 - Cap. Soc. 13.875.000,00 i.v..
S.c.i.a. Prot. 37716 del 18/02/2014 Prov. MI - Polizza RC Europe Assistance Italia Spa n.9117780



With the exception of the above Covid-19 related cancellation policy, cause to supervening circumstances beyond its control, if TH Resorts is unable to provide an essential part of the services specified in the present contract, TH Resorts must either provide suitable alternative solutions for the continuation of the planned trip without incurring any kind of charge to [XXX], or reimburse the latter within the limits of the difference between the services originally provided and those carried out. [XXX] may only reject the alternative proposed solutions if they are not comparable with what was agreed in the contract or if the reduction in the price granted is inadequate. If no alternative solution is possible, i.e. the solution provided by TH Resorts is refused by [XXX] because it does not compare with what is agreed in the contract or because the price reduction granted is inadequate, TH Resorts shall provide, without any surcharge, a mean of transport equivalent to the original mean of transport provided for the return to the place of departure or to any other place agreed upon, subject to the availability of means and places, and shall refund it to the extent of the difference between the cost of the pre-seen services and that of the services provided up to the time of early return.

The occurrence of any circumstance that constitutes a case of above indicated “force majeure” must be communicated to the other party immediately and in any case as soon as possible from the occurrence of the event.

For the sake of clarity, failure to fulfil any obligation on the part of either party as a result of an instance of “force majeure” does not constitute non-compliance and so without any acknowledgment of damages.