



PARTNERSHIP AGREEMENT

BETWEEN

'Il Viaggio di Capitan Fracassa snc' owner of the 'AWAY IN ITALY' brand, with its registered offices located in Paduli (BN), Via Capitolo, 9 (Italian Tax code and VAT number IT01360430621), e-mail: [info@awayinitaly.com](mailto:info@awayinitaly.com), in the person of its legal representative Michelino Luongo (hereinafter also referred to as "Company") and the Association/Travel Agency

Partner .....

First & Last Name .....

Tax ID.....

VAT number.....

Headquarter (Location).....

Address .....

ZIP Code.....

(hereinafter also referred to as "Partner")

hereinafter jointly referred to as "Parties"

Based on the following:

- (i) 'Away in Italy' is a travel company specialized in tourism services in Italy and it is therefore able to offer the following services for the Partner's customers/associates: Reservations, tour setups, event scheduling, as well as genealogical and Italian certificate research;
- (ii) 'Away in Italy' is the core promoter of this partnership agreement;
- (iii) By sharing the spirit of the Network and intending to offer its associates and/or its customers greater and broader services, the Partner intends to join the partnership under the conditions set out below.

YOU AGREE THAT

- 1) This agreement is subject to and must be interpreted according to the Laws of the Italian Republic.
- 2) 'Away in Italy'/'Il Viaggio di Capitan Fracassa' is a Tour Operator working nationally and internationally also through affiliated agencies.
- 3) 'Away in Italy' offers the Partner the retail of tourist services according to the methods, details, prices and commissions referred to in the enclosed annexes which are fully part of the present agreement.

Via Martiri d'Ungheria, 15 - BENEVENTO, Italy  
Tel. 0824 313121 - 0824 53262 - Fax 0824 359834

Maurizio Luongo 328 6138060 - Michelino Luongo 347 3032780



- 4) This agreement paper (all along with the documents to which it refers) makes for the entire covenant between the parties and no modification, variation or change will be effective unless it is done in writing and only after it is signed by all parties.
- 5) All the terms and conditions contained in this contract (including rates and commissions) are to be considered confidential information between the parties, and therefore they cannot be disclosed to a third party unless when provided so by the Law.
- 6) This agreement is valid and effective since the day of its signing until December 31, 2023. Its renewal, unless otherwise communicated by each of the parties, will be tacit and automatic.
- 7) Each of the parties may proceed with withdrawal or early termination of the contract upon written notice of at least 30 days.

#### 8) RESERVATIONS

a) Reservations can be received:

- By email addressing at: [info@awayinitaly.com](mailto:info@awayinitaly.com). 'Away in Italy' will promptly confirm via email;
- By phone via +390824313121

b) Reservations must include the following:

name of the chosen tour provided by 'Away in Italy', language requested, passengers' first and last names, number of passengers (in case of children or students, it is necessary to specify age), the applicant's reference number, details of the customer's credit card and any other information necessary for the correct performance of the service.

c) Any changes or cancellations must be sent via email to 'Away in Italy' at [info@awayinitaly.com](mailto:info@awayinitaly.com) or using the same booking method. The requested changes or cancellations will be considered valid only if confirmed back by 'Away in Italy' or by the booking system itself.

9) COMMISSIONS: 10% of the gross price paid by the customer. Upon achievement of the tour goals agreed by with the Partner, a production bonus of 2% of the total product will also be paid.

#### 10) CANCELLATIONS:

a) In the event of cancellation, 'Away in Italy' will apply the cancellation fees as per the terms in its catalog of tours.

b) There is a 100% penalty both for cancellations communicated less than 3 days (local Italy time) prior to the departure date of the booked service and for "non-showing-up" clients.

#### 11) PAYMENTS/TRANSACTIONS

At the time of reservation, the Partner is asked to provide the customer's credit card details (i.e. card number, holder's name, expiration date, CVV code). 'Away in Italy' will be providing the Partner with a form that the customer must fill out in that he/she authorizes 'Away in Italy' to collect the tour fees, except for the commission percentage due to the Partner, which will instead be retained at the same time of booking, as a deposit.

Alternatively, payment can be wired by bank transfer using the account details communicated in the confirmation message.

No commission percentage will be acknowledged to the Partner at any later time, therefore 'Away in Italy' will not be responsible for it if not withheld at the time of reservation.

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12) Failure to comply with the payment conditions provided for in this contract under point #11 (and signed by the Partner) will result in the application of fees at default interest rates for late payment provided for by the Law.

13) For any dispute relating to the interpretation, execution, application of this agreement, the court in Benevento, Campania, Italy will be exclusively competent.

14) COMPLAINTS – Any complaint shall be communicated in writing to ‘Away in Italy’ at the following email address: [info@awayinitaly.com](mailto:info@awayinitaly.com) no later than 7 days from the conclusion of services. ‘Away in Italy’ will not accept any complaint received after this agreed-onto deadline.

15) NOTES: The following contact information is also required:

- Booking Office: Telephone and email address.....
- .....
- Emergency contact/phone number.....

Privacy disclaimer

Information on EU Regulation 2016/679 G.D.P.R.

The user’s personal data is used by ‘Il Viaggio di Capitan Fracassa snc’, which is the owner of the data, in compliance with the principles of protection of personal data established by the GDPR 2016/679 Regulation.

\_\_\_\_\_ (place) \_\_\_\_\_ (date)

Signature and stamp

Legal representative of

‘Il Viaggio di Capitan Fracassa’/‘Away in Italy’

Signature and stamp

Legal representative of

Partner

\_\_\_\_\_

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