

# General Terms and Conditions – B2B

Last updated: October 2025

## 1. Scope of the contract

These Terms and Conditions govern the relationship between Great Sicily DMC (hereinafter “Organizer” or “DMC”) and the Partner Agency (tour operator, travel agency, foreign DMC, corporate client) for the provision of package tours and individual travel services in Sicily. The aim is to ensure clarity and mutual protection: we guarantee proper delivery of services, while the Partner Agency ensures timely payments, compliance with agreed rules, and respect for professional standards.

This contract applies exclusively to B2B relationships between professional parties and is not subject to consumer protection law.

## 2. Legal framework

This contract is governed by the Italian Tourism Code (Legislative Decree 79/2011), as amended by Legislative Decree 62/2018 implementing EU Directive 2015/2302, and by the relevant provisions of the Italian Civil Code. For package tours sold by the Partner Agency to the final traveler, the consumer protection rules provided by EU and national law apply.

## 3. Bookings and confirmations

- All bookings must be made in writing (e-mail, online platform, or other agreed channel).
- A booking is considered confirmed only upon receipt of written confirmation from Great Sicily DMC.
- Special requests (e.g., dietary requirements, mobility assistance) must be communicated at the time of booking; their acceptance depends on supplier confirmation.
- For operational consistency, the Partner Agency acknowledges that at least 90% of the land services (accommodation, transport, guiding, meals, and related services) must be provided by Great Sicily DMC. The Organizer reserves the right to decline or adjust any program that does not meet this minimum threshold.

## 4. Payment terms

To protect both parties, the following payment schedule applies:

- Deposit 25% at booking confirmation.
- Second deposit 25% 45 days prior to arrival.
- Balance 50% 20 days prior to arrival.



For bookings made less than 20 days before arrival, full payment is required immediately. Great Sicily DMC reserves the right to request a credit card guarantee, bank guarantee, or advance deposit for group bookings or new partner agencies.

Payments must be made by bank transfer unless otherwise agreed. Any bank or transfer fees are the responsibility of the Partner Agency.

Failure to comply with payment deadlines will result in automatic cancellation of services. In such cases, the Partner Agency remains liable for the cancellation penalties as per Article 5, calculated based on the date of cancellation.

#### 4.1 Late Payments

Any delay in payment will incur automatic interest at the rate provided by Italian Legislative Decree 231/2002 (or any successor legislation), without prior notice. All recovery and legal costs incurred by Great Sicily DMC to obtain payment shall be borne by the Partner Agency.

#### 5. Cancellations and penalties

Our cancellation policy reflects actual supplier costs and local conditions:

- More than 60 days prior to arrival: refund of amounts paid, excluding non-refundable supplier costs.
- 60–45 days: 25% penalty.
- 44–20 days: 50% penalty.
- Less than 20 days or no-show: 100% penalty.

Non-refundable costs apply in all cases, regardless of cancellation date, and include (but are not limited to): issued flight/train tickets, prepaid hotel rooms, admission tickets, event tickets, guided services with advance booking, and any supplier services subject to stricter cancellation policies.

For groups, reductions of up to 10% in participants/rooms (calculated on the total confirmed at contract date) may be accepted without penalties if communicated at least 14 days prior to arrival. Any reduction exceeding 10% will be treated as a cancellation and subject to the applicable penalties.

Penalties are calculated on the total net contract value.

#### 6. Responsibilities

- Great Sicily DMC acts as Organizer of package tours or as local DMC/service provider for individual services.
- The Partner Agency is responsible for:
  - providing correct and complete information to final travelers;
  - ensuring travelers have valid travel documents (passports, visas, ESTA, insurance);
  - complying with licensing and legal requirements in its own country;
  - ensuring that at least 90% of all land arrangements are managed through Great Sicily DMC to preserve program consistency, service quality, and supplier coordination.

The Partner Agency shall not contact, contract, or negotiate directly with Great Sicily DMC's suppliers (hotels, guides, transport companies, restaurants) for services initially offered



through Great Sicily DMC. Any breach will result in immediate termination of cooperation and a contractual penalty of €10,000 (or the full value of the bypassed services, whichever is higher), in addition to any further damages recoverable by law.

Great Sicily DMC is not liable for:

- events of force majeure or extraordinary circumstances (strikes, natural events, health emergencies);
- mistakes or omissions by the Partner Agency;
- services purchased directly by travelers outside the contracted package.

### 6.1 Minimum Service Provision

To ensure proper coordination, quality, and consistency of travel operations, the Partner Agency agrees that Great Sicily DMC shall manage all core land services, including at least accommodation, transportation, guiding, excursions, and meals, representing no less than 90% of the total land program value.

Exceptionally, if the Partner Agency provides its own accommodation (e.g., pre-contracted hotel, reward allotment, or special agreement), this must be communicated in advance and approved in writing by Great Sicily DMC. In such cases, Great Sicily DMC shall retain coordination of all remaining land arrangements to guarantee the operational integrity of the tour.

Any deviation from this clause, including the replacement or independent contracting of suppliers initially proposed by Great Sicily DMC, will be considered a breach of contract and may result in:

- immediate withdrawal of services without refund of deposits; and/or
- the application of a coordination and consulting fee up to 15% of the total package value, as compensation for design, logistics, and supplier coordination work already performed.

### 6.2 Limitation of Liability

In no event shall Great Sicily DMC's total liability, whether in contract, tort, or otherwise, exceed the total amount paid by the Partner Agency for the specific services giving rise to the claim. Great Sicily DMC shall not be liable for loss of profit, indirect, incidental, or consequential damages.

## 7. Indemnity clause

The Partner Agency agrees to indemnify and hold harmless Great Sicily DMC from any claim, damage, or loss arising from miscommunication, misinformation, or failure to comply with legal obligations towards the final travelers. This indemnity extends to cover all related legal fees and costs incurred by Great Sicily DMC.

## 8. Complaints

- Any problem must be reported immediately on site to our local representative, so that corrective action can be taken.



- Complaints are valid only if communicated in writing via e-mail to the official contact provided in travel documents.
- Complaints must be reported during the service or stay. Complaints received after the end of the service will not be considered valid.
- Formal complaints must be submitted within 10 days after the end of services. Late complaints will not be considered.
- Failure to report issues immediately will be considered acceptance of the service rendered.

## 9. Insurance and guarantees

- Great Sicily DMC is covered by:
  - Professional Liability Insurance Europ Assistance – Policy no. 9309178
  - Guarantee Fund Consorzio Fogar – REVO Insurance Policy no. OX00006770
- The Partner Agency declares that it holds valid professional liability insurance coverage applicable in its country of operation.

## 10. Additional informative notes

**10.1** Currency and exchange rates – All prices are quoted in Euro (€). In case of quotations in other currencies, Great Sicily DMC reserves the right to adjust the final amount in case of significant exchange rate fluctuations.

**10.2** Supplier overbooking or substitutions – In case of supplier overbooking or unavailability, Great Sicily DMC reserves the right to provide equivalent or superior alternatives at no additional cost. If only lower-category services are available, the difference in price will be refunded.

**10.3** Force majeure (extended clause) – Force majeure includes, but is not limited to: natural disasters, pandemics, strikes, transport disruptions, governmental restrictions, political unrest. In such cases, Great Sicily DMC is not liable for refunds beyond what is recoverable from suppliers.

**10.4** Travelers' conduct – The Partner Agency is responsible for ensuring that travelers behave appropriately. Great Sicily DMC and its suppliers reserve the right to refuse services to travelers who cause damage, disturbance, or behave unlawfully. Any related costs will be charged to the Partner Agency.

**10.5** Travel documents and entry requirements – The Partner Agency is solely responsible for informing travelers of passport, visa, health, and entry requirements. Great Sicily DMC accepts no liability in case of denied boarding or entry due to missing or invalid documents.

**10.6** Taxes and local fees – City taxes, resort fees, and other local charges are not included in package prices and must be paid directly by travelers on site. These costs are non-commissionable.

**10.7** Late arrivals / no-shows – No refunds will be provided for unused services due to travelers' late arrival, no-show, or early departure. Additional costs incurred will be charged to the Partner Agency.

**10.8** Promotional material and branding – The Partner Agency may use Great Sicily DMC's name and materials only with prior written approval. Any unauthorized use of logos, images,



or itineraries is prohibited. The authorization to use the brand may be revoked at any time without prior notice.

**10.9 Confidentiality clause** – All net rates, supplier contacts, and contractual terms are strictly confidential and may not be disclosed to third parties without written consent from Great Sicily DMC. This confidentiality obligation remains valid for three (3) years after the termination of cooperation.

**10.10 Data protection** – Great Sicily DMC processes personal data in compliance with GDPR (EU Regulation 2016/679). Data are used solely for booking and service purposes and are not shared except with suppliers involved in service delivery.

**10.11 Entire Agreement** – These Terms and Conditions, together with any written proposal or confirmation issued by Great Sicily DMC, constitute the entire agreement between the parties. No verbal or informal commitment shall be binding unless confirmed in writing by Great Sicily DMC.

## 11. Governing law and jurisdiction

This contract is governed by Italian law. For any disputes, the exclusive jurisdiction lies with the Court of Agrigento, Italy. The prevailing version of these Terms and Conditions is the Italian text. Any translation is provided for convenience only and has no legal value.

## 12. Company information

Brand: Great Sicily DMC

Operational Office: Via Carmeci 18, 92022 Cammarata (AG), Italy

Phone: +39 3500 437 896

Website: [www.great-sicily.com](http://www.great-sicily.com)

Technical Direction: Eurofirst Tours

Registered Office: Via Panepinto 8, 92022 Cammarata

VAT ID: 02075400842

Authorization: Regione Sicilia – License No. 2303

REA: Agrigento No. 178240

RC Insurance: Europ Assistance Italia S.p.A. – Policy No. 9309178

Guarantee Fund: Consorzio Fogar

REVO Insurance S.p.A.: Policy No. OX00006770

## Legal Acknowledgment

By confirming any proposal, sending a written acceptance, or making any payment, the Partner Agency expressly declares to have read, understood, and accepted in full these General Terms & Conditions – B2B of Great Sicily DMC (available on [www.great-sicily.com](http://www.great-sicily.com)), which form an integral and binding part of all offers and agreements between the parties.

