



VENERANDA FABBRICA DEL DUOMO DI MILANO

1387

## GENERAL CONDITIONS of SALE Third-Party Groups

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## GENERAL CONDITIONS

### 1. Object

- 1.1 These general conditions of sale (hereinafter, “GCS”) of Veneranda Fabbrica del Duomo di Milano, with registered office in 20122 Milan, Via C. M. Martini, 1, tax code and VAT number 01989950157, telephone number +39 02 361691 and email [info@duomomilano.it](mailto:info@duomomilano.it) (hereinafter, “VFD”), represent the contractual conditions which, accepted by groups, as described in Art. 2.2.1., organised with the presence of a qualified tour guide and/or professional figures in possession of the requisites and/or qualifications required pursuant to the legislation in force for explaining and illustrating the historical, artistic and architectural attractions of the Monumental Complex, as defined below, and equipped with a specific Microphone System/whispers, as defined below and which may be rented as better clarified below (hereinafter, singularly the “**Third-Party Group**” and jointly “**Third-Party Groups**”), will govern the contract between VFD and the Third-Party Group (hereinafter, the “**Contract**”), as indicated in the following Art. 1.2, having as its object the booking and purchase, together with the entrance ticket (hereinafter, the “**Ticket**”) to the visitable areas of Milan Duomo Monumental Complex—that is Milan Duomo Cathedral, the Aquilone Sacristy, the Baptistry of San Giovanni alle Fonti archaeological area, the Crypt of Saint Charles, the Milan Duomo Museum, the Milan Duomo Rooftops, the Baptistry of Santo Stefano, the Church of Santa Maria Annunciata in Camposanto, the Church of San Gottardo in Corte in the Royal Palace, the Archive-Library and the Candoglia Quarries (hereinafter, jointly the “**Monumental Complex**”), for access to the Monumental Complex for the purposes of carrying out the relevant visit (hereinafter, “**Access to the Monumental Complex**”).
- 1.2 With reference to Access to the Monumental Complex, the GCS and the related unfair contract terms must be accepted by the Third-Party Group by clicking and/or flagging the boxes that are specifically and separately provided for the purpose of viewing and fully accepting the GCS and the unfair contract terms provided therein at the time of completing the Third-Party Group Online Form, as defined below, which, for the entire duration as provided below, will constitute, together with the Third-Party Group Online Form, as defined below, the Contract, subject to successful payment of each Booking, as defined below.
- 1.3 The Third-Party Group, by accepting these GCS, declares, for itself and its assignees, to have read, to know well and to expressly accept them and, likewise, undertakes, for itself and its assignees and pursuant to Art. 1381 of the Italian Civil Code, to have read and be acquainted with the “*Rules of Conduct and Access Regulations for the Milan Duomo Monumental Complex*” (hereinafter, the “**Regulations**”) and the VFD general conditions of sale in relation to the Ticket, together with the related unfair contract terms (hereinafter, the “**Ticket GCS**”), all of which are published on the VFD website [www.duomomilano.it](http://www.duomomilano.it) (hereinafter, the “**Website**”), at the following link <https://www.duomomilano.it/en/regulations/regulation/>, or available in the Monumental Complex’s Ticket Offices, that is “Ticket Office 1” and “TVM” (*Ticket Vending Machine*) in Piazza del Duomo 14/A, Sala delle Colonne, “Ticket Office 2” and “TVM” (*Ticket Vending Machine*) in the Royal Palace – Piazza del Duomo 12, inside the Milan Duomo Museum, the “Group Ticket Office” in the temporary building inside the fenced area on the south side of Milan Duomo Cathedral, the “Audio Guide Desk” inside Milan Duomo Cathedral, Piazza del Duomo snc (hereinafter, jointly the “**Ticket Offices**”), which constitute an integral and substantial part of the Contract, with the express indemnity of VFD for any conduct, even omissive, and/or damage, even to health, that may be caused, for any reason, to things and/or people and/or to the Monumental Complex by the Third-Party Group, any exception to this is hereby withdrawn by the Third-Party Group.
- 1.4 VFD reserves the right, at any time and at its sole discretion, to bring any modifications and/or variations to that which is published on the Website and/or is available at the Ticket Offices regarding Access to the Monumental Complex, the Ticket—including any new Ticket sales rates—and the Regulations, as well as to make any modifications and/or variations to these GCS and to the related unfair contract terms, without any obligation of prior notice. It is the responsibility of the Third-Party Group to consult what is published by VFD at the aforementioned address <https://www.duomomilano.it/en/regulations/regulation/> and/or is affixed in the Ticket Offices both prior to proceeding with the booking and purchase of Access to the Monumental Complex and prior to accessing the Monumental Complex, with the express indemnity of VFD from any and all claims and/or requests, for any reason, made by the Third-Party Group.
- 1.5 The Third-Party Group expressly acknowledges and accepts, for itself and its assignees and also pursuant to Art. 1381 of the Italian Civil Code, that the provisions of the Ticket GCS apply, *mutatis mutandis* and to the extent that it is not expressly contrary to what is provided for under the Contract and/or these GCS.



## 2. Description of Third-Party Group and of Access to the Monumental Complex

### 2.1. General Regulations

- 2.1.1. Access to the Monumental Complex is provided in favour of the Third-Party Group which is (i) a “consumer” pursuant to Article 3, Paragraph 1, Letter a) of the Consumer Code (Legislative Decree no. 206 of 6 September 2005 and subsequent amendments and additions) (hereinafter, the “**Consumer Code**”), as better specified in Art. 2.1.2. below, or (ii) a legal person, to which the provisions of the Consumer Code will not apply, but rather the provisions of the Italian Civil Code.
- 2.1.2. By the term “consumer” it is intended any natural person who carries out the booking or purchase of Access to the Monumental Complex, according to the methods indicated in these GCS for purposes not related to their commercial, entrepreneurial, artisanal or professional activity, if any. In this case, by expressly and unconditionally accepting these GCS, the Third-Party Group declares to book and purchase Access to the Monumental Complex for purposes other than the aforementioned and undertakes to observe, in its relations with VFD, these GCS. With reference to the Third-Party Group which is a consumer, Access to the Monumental Complex is provided in full compliance with the regulations of the Consumer Code, also in terms of distance selling regulated by Articles 94 et seq.
- 2.1.3. In the event that the Booking, as defined below, of Access to the Monumental Complex is made on the Website by an agency and/or intermediary of the Third-Party Group and/or by an authorised reseller of VFD, the list of which can be found on the Website, the latter undertake, for themselves and their assignees, to make known these GCS and apply them in full with respect to the Third-Party Group, expressly indemnifying VFD from any and all claims made by the Third-Party Group, for any reason whatsoever, it also being understood, any exception is hereby withdrawn with respect to VFD, that in such a case, no voucher and/or discount code, of any kind, can be entered and used by the agency and/or other intermediary of the Third-Party Group and/or by the authorised reseller of VFD, but only by the consumer, a natural person being part of the Third-Party Group and holder of the credit card and/or other enabled electronic payment system used at the time of purchase, who directly makes, according to the methods set out in these GCS, the Booking, as defined below, of Access to the Monumental Complex and for exclusively personal use of Access to the Monumental Complex.
- 2.1.4. For Access to the Monumental Complex, VFD, upon request of the Third-Party Group, once the booking and purchase procedure has been completed and the payment made by the Third-Party Group verified, will issue the related invoice, it being understood that the same must be requested by the Third-Party Group through the Booking, as defined below, according to what is indicated in the following Art. 2.2.2. It is understood that verification of the correctness and completeness of the invoice details indicated by the Third-Party Group is the exclusive and full responsibility of the Third-Party Group. Any problems resulting from the insertion of data communicated by the Third-Party Group is the exclusive responsibility of the Third-Party Group, with VFD having no obligation to verify and/or assume responsibility in this regard.
- 2.1.5. As provided for in the Ticket GCS, for the purpose of issuing a free, discounted or reduced Ticket, the qualified tour guide and/or professional figure indicated above who accompanies the Third-Party Group in Access to the Monumental Complex must present a valid identity document or card/badge granting entitlement to the agreement, proving the necessary requirements to the personnel responsible for this verification. The card/badge holder must be present at the moment of collection and must follow the instructions and operating procedures provided by personnel in the Ticket Offices. With reference to the free Ticket for qualified tour guides and/or for the professional figures indicated above who accompany the Third-Party Group in Access to the Monumental Complex, in the exercise of their profession, it is expressly understood that: a. the card/badge must be displayed and clearly visible throughout the entire visit to the Monumental Complex by those who carry out the profession of accompaniment and explanation, without prejudice to the fact that, failure to do so, the aforementioned individuals on the one hand must pay VFD the full amount of the Ticket, not being able under any circumstances to carry out the professional activity of accompaniment and explanation, such as, by way of example, of a historical and artistic nature, for any reason whatsoever, within the Monumental Complex, and VFD personnel may request, at any time, the immediate interruption of the aforementioned activity and, in the event that the prohibited conduct be repeated, request the removal of the individual from the Monumental Complex requesting, if necessary, police intervention, and on the other hand, in the absence of a qualified tour guide and/or professional figure as indicated above, Third-Party Groups may be denied, at the sole discretion of VFD, priority and/or reserved access; b. in order to obtain a free Ticket, guides qualified within European Union countries must present to the personnel responsible for this verification a specific qualification issued by the



Ministry of Cultural Heritage and Activities, without which it will not be possible to carry out, under any circumstances, Access to the Monumental Complex and/or, in any case, visits within the Monumental Complex, being able to access it free of charge for study purposes only; c. guides qualified in non-EU countries may request free accreditation for study purposes only and are not authorised, under any circumstances, to carry out Access to the Monumental Complex and/or, in any case, visits within the Monumental Complex. The pricing policies for free, exempt and/or reduced categories are defined at the sole discretion of VFD or stipulated through specific agreements with Institutions and Associations.

- 2.1.6. During Access to the Monumental Complex, the Third-Party Group may rent a microphone system/whispers (including audio guides and/or radio guides and/or video guides) (hereinafter, singularly the “**Microphone System**” and jointly the “**Microphone Systems**”) and/or the Set, as defined below (hereinafter, the Microphone System and the Set are jointly the “**Systems**”), by going to the collection point indicated on the Booking confirmation, as defined below, and following the instructions that will be provided by the personnel appointed by VFD, it being understood that failure to follow the instructions provided, the Third-Party Group will not be able to rent the Systems, any exception to this is hereby withdrawn.

## 2.2. **Booking, as defined below**

### 2.2.1. **General Regulations**

- a. Third-Party Groups are comprised of a minimum of 1 to a maximum of 25 persons (excluding the qualified tour guide and/or professional figure as indicated above and, in the case of school and parish groups falling into the Third-Party Groups category, excluding the 2 tour leaders for every 25 participants);
- b. Third-Party Groups, together with the purchase of the Ticket, are required to book the date and time slot of Access to the Monumental Complex (hereinafter, the “**Booking**”), which may be carried out according to the methods described below;
- c. booked Third-Party Groups have the right to enter through the dedicated entrance, with priority over other users accessing the Monumental Complex, exclusively for the simultaneous access of participants in Third-Party Groups; in the event of deferred access, the right of priority will not be guaranteed, any exceptions to this are hereby withdrawn;
- d. Third-Party Groups must present themselves at the access points indicated on the Ticket no later than 15 (fifteen) minutes before the time indicated on the Ticket; in the event of a delay, priority entry and/or actual entry to the Monumental Complex cannot be guaranteed, it being understood that the Third-Party Group must comply with the instructions provided by the personnel appointed by VFD, and the amount already paid by the Third-Party Group will be retained, and there will be no entitlement to any refund or compensation, any exception to this is hereby withdrawn;
- e. Access to the Monumental Complex is guaranteed in the time slot booked; in the event of a delay, within 30 (thirty) minutes after the time of the Booking, Access to the Monumental Complex will still finish at the established time; if the delay is 30 (thirty) minutes or more than the time of the Booking, Access to the Monumental Complex will be considered cancelled, without prejudice to VFD’s right to retain the amount paid by the Third-Party Group and/or by the individual visitor belonging to the Third-Party Group, any exception to this is hereby withdrawn;
- f. VFD reserves the right to modify, at its sole discretion, at any time for organisational needs and/or extraordinary circumstances of any kind, the possibility of Booking in particular time slots and/or days, any exception to this is hereby withdrawn;
- g. the Microphone Systems must be returned at the end of the Access to the Monumental Complex to the personnel appointed by VFD. Should the Microphone Systems fail to be returned, are lost, tampered with, broken and/or damaged, even partially, attributable to the participant of the Third-Party Group who used the Microphone Systems, a maximum penalty of €100.00 (one hundred/00 euros) will be applied, to be paid in cash or by electronic payment at the end of Access to the Monumental Complex at the Ticket Offices or by bank transfer within 30 (thirty) days, any exception to this is hereby withdrawn by the participant of the Third-Party Group and/or the representative of the Third-Party Group and with the express waiver of the participant of the Third-Party Group and/or the representative of the Third-Party Group to advance any claim and/or request, for any reason, in this regard. All Microphone Systems are sanitised before and after each use and disposable earphones are provided;
- h. in the event of booking radio/video guides, as part of the Microphone Systems, VFD reserves the right, also for organisational needs related to the Monumental Complex, to deliver a smaller number of devices to each Third-





Party Group, it being understood that all participants of the Third-Party Group will be able to use the radio/video guide as the relevant devices are equipped with a double jack.

**2.2.2. Contract Formation – Booking Methods**

- (i) In the absence of a Booking via the Call Centre, as defined below, the online purchase and/or collection from the Ticket Offices of a number greater than 10 (ten) Ticket units per single purchase transaction is forbidden, without prejudice, in any case, to a maximum number of 3 (three) daily transactions, relating to Tickets to be issued in 3 (three) different time slots for each Third-Party Group;
- (ii) it will be possible to carry out the Booking via Call Centre, as defined below, within each time frame that will be communicated by VFD at the time of the Contract's conclusion, it being understood that VFD from now on reserves the right to modify, at its sole discretion, each Booking time frame via the Call Centre, as defined below, by communicating this by email to the Third-Party Group, any exception to this is hereby withdrawn by the Third-Party Group. It will not be possible to make a Booking via the Call Centre, as defined below, on Sundays and public holidays (including weekdays), while on the same day of Access to the Monumental Complex, it will be possible to make a Booking via the Call Centre, as defined below, no later than 1 (one) hour prior to Access to the Monumental Complex, subject to verification by VFD of the relative availability and subject to simultaneous payment of the amount indicated in the link that will be sent by VFD to the Third-Party Group, it being understood that should VFD fail to receive, in full and/or in part, the payment no later than within the terms indicated above, the Booking cannot be made, any exception to this is hereby withdrawn by the Third-Party Group;
- (iii) each Booking cannot exceed the maximum number of 25 persons per qualified tour guide and/or professional figure as indicated above;
- (iv) in order to proceed with the Booking, according to the methods and terms set out in the following Art. (vii), the Contract must be signed in advance with VFD according to the following methods: (a) the Third-Party Group must contact, at the following telephone number +39 02 89919751, the call centre appointed by VFD and dedicated to the Third-Party Group, on the following days and at the following times: from Monday to Saturday, from 10.00 am to 5.00 pm. excluding weekday public holidays (hereinafter, the “**Call Centre**”), in order to request the sending, by email, to the address that will be provided to the Call Centre by the Third-Party Group, of the link that allows the Third-Party Group to complete the online form with the information requested therein (hereinafter, the “**Third-Party Group Online Form**”); (b) VFD will send, by email to the address provided by the Third-Party Group during the telephone contact referred to in Point (a) above, the link for completing the Third-Party Group Online Form, it being understood that should VFD fail to send the communication containing the aforementioned link, no Contract may be considered concluded and/or signed with VFD, any exception to this is hereby withdrawn by the Third-Party Group; (c) by and no later than 2 (two) working days from receipt of the email from VFD, the Third-Party Group must (i) proceed with fully completing the Third-Party Group Online Form, according to the instructions provided therein; (ii) read and fully accept these GCS and the related unfair contract terms by clicking and/or flagging the boxes specifically and separately provided with reference to the GCS and the unfair contract terms at the time of completing the Third-Party Group Online Form; (iii) provide consent to the processing of personal data and declare, for itself and its assignees, and, equally, to undertake, for itself and its assignees and pursuant to Art. 1381 of the Italian Civil Code, to fully read, understand and accept the Regulations and the Ticket GCS, published on the Website; (iv) send the Third-Party Group Online Form to VFD according to the methods indicated therein. The Third-Party Group, in the case of public institutions, must also send by and no later than 7 (seven) working days prior to Access to the Monumental Complex, via email to the following address [gruppi@duomomilano.it](mailto:gruppi@duomomilano.it) or by filling out the specific form contained in the link indicated in the email sent by VFD pursuant to Art. (vii) (b) below, the CIG (*Codice Identificativo Gara* or Contract Reference Number) on the public institution's letter-headed paper, as a part of the Third-Party Groups, and all the necessary documents that must be signed by VFD for this purpose; the CIG will subsequently be shown on the electronic invoice issued by VFD; (d) once VFD has received all the documents referred to in the previous Point (c), duly completed and fully accepted, the Contract will be deemed perfected and will govern the contractual relationship between VFD and the Third-Party Group in relation to each Booking that will be made by the Third-Party Group throughout the duration of the Contract, as specified below;
- (v) during the Contract term between VFD and the Third-Party Group, the latter may proceed with making each Booking, as provided for in the following Art. (vii) and without prejudice to the provisions of Artt. (ix), (x) and



- (xi), it being understood that these GCS and the related unfair contract terms will not be required to be accepted again on the occasion of each individual Booking, except for any modifications and/or variations, as indicated in Art. 1.4 above, for which the Third-Party Group hereby undertakes, for itself and its assignees, to accept the new GCS, with the related unfair contract terms, without prejudice to the following Art. (xiv);
- (vi) Third-Party Group Bookings may be carried out exclusively according to the following methods: (a) the Third-Party Group must contact the Call Centre in order to make Booking request, providing the Call Centre with all the information requested and/or necessary for the purposes set out below (hereinafter, the “**BR**”); (b) VFD, in response to the BR, having verified the availability of the date, time slot and type of Access to the Monumental Complex, subject of the BR, will send, via email to the address provided by the Third-Party Group at the time of the BR, the price quote taking into account what was indicated by the Third-Party Group in the BR (hereinafter, the “**Third-Party Group Quote**”) and the link through which the Third-Party Group must make the payment of the amount due by the Third-Party Group in accordance with the Third-Party Group Quote, including rental of the radio/video guides, as well as the pre-sale commission for Access to the Monumental Complex via the Call Centre, by and no later than the terms set out below, in order to block the date and time slot indicated in the BR, it being understood that should VFD fail to receive, in full and/or in part, payment by and no later than the terms set out below, for any reason whatsoever, and/or in the event of failure by VFD to send the communication containing the Third-Party Group Quote and the payment link for the total amount due by the Third-Party Group, the BR will be considered denied and the Booking cannot be carried out, any exception to this is hereby withdrawn by the Third-Party Group. The Third-Party Group expressly acknowledges and accepts, for itself and its assignees, that, with the payment of the total amount due by the Third-Party Group, carried out within the terms set out below, the Third-Party Group Quote will be deemed to be fully accepted by the Third-Party Group, any exception to this is hereby withdrawn; (c) once successful payment of the amount referred to in Point (b) above has been verified, VFD will send the Third-Party Group, by email to the address indicated in the BR, the Booking confirmation, it being understood that should the Third-Party Group fail to receive and/or view the aforementioned communication at the email address received by VFD, for any reason whatsoever, this cannot be attributed to VFD in any way;
- (vii) it is expressly understood that in the event of failure to complete each Booking and/or conclusion of the Contract and/or in the event of termination and/or cessation of the effectiveness of the Contract, for any reason whatsoever, no refund of the amount relating to the pre-sale commission to the Third-Party Group for each Access to the Monumental Complex via Call Centre will be due by VFD to the Third-Party Group, any exception to this is hereby withdrawn;
- (viii) the Third-Party Group must proceed, by and no later than 10 (ten) working days following receipt of the payment link referred to in Art. (vi) (b), or public institutions, as part of Third-Party Groups, must proceed no later than 7 (seven) working days prior to Access to the Monumental Complex (hereinafter, the “**Third-Party Group Payment Deadline**”), to make the payment, in light of the Third-Party Group Quote, accepting the same as indicated in Art. (vi) (b) above and VFD, in response to the received payment, will issue the related invoice if the relevant request was made by the Third-Party Group at the time of completing the Third-Party Group Online Form or, with reference to public institutions, as part of Third-Party Groups, if the request concerns the electronic invoice with the issuance of the CIG.
- As stated above, it is understood that should VFD fail to receive, in full and/or in part, the payment by and no later than the Third-Party Group Payment Deadline, for any reason whatsoever, the Contract will by law be dissolved and the Booking will consequently be cancelled;
- (ix) without prejudice to the payment obligation on the part of the Third-Party Group under the Contract and that no modification is possible in the event that the Third-Party Group has already made the payment via the link sent in accordance with the Third-Party Group Quote, in the event that changes should occur in a lower number of persons participating in Access to the Monumental Complex, the Third-Party Group:
- a) by and no later than 1.00 pm on the 8th (eighth) working day following receipt of the payment link pursuant to Art. (vi) (b) or public institutions, as part of Third-Party Groups, by and no later than 1.00 pm on the 10th (tenth) working day prior to Access to the Monumental Complex (hereinafter, the “**Third-Party Group Communication Deadline**”), must send a communication to the email address [gruppi@duomomilano.it](mailto:gruppi@duomomilano.it), in which it indicates this variation and in this case:
- I. the Third-Party Group, by sending a communication of said variation to VFD, expressly acknowledges and accepts, for itself and its assignees, that, by forwarding the request and the subsequent confirmation



by VFD, the amendment of the Third-Party Group Quote in light of the changes indicated by the Third-Party Group, as disciplined in the following point, is deemed finalised;

- II. VFD will send, by email to the address indicated by the Third-Party Group in the BR, a communication containing confirmation of the variation and will send the link through which the Third-Party Group must make the payment of the amount due in light of the amendment to the Third-Party Group Quote, consisting of the amount of the Third-Party Group Quote minus the amount of the Tickets of the absent persons, as well as the amount for the rental of the radio/video guides and the pre-sale commission for Access to the Monumental Complex, it being understood that payment must be made by the Third-Party Group by and no later than the Third-Party Group Payment Deadline, in light of the amendment to the Third-Party Group Quote, already accepted within the terms set out in this Point II.;
- III. VFD, upon receipt of the payment, will issue the related invoice, if the relevant request was made by the Third-Party Group at the time of completing the Third-Party Group Online Form or, with reference to public institutions, as part of Third-Party Groups, if the request concerns the electronic invoice with the issuance of the CIG.

The above being understood that if should VFD fail to receive, in full and/or in part, the payment, for any reason whatsoever, the Contract will by law be dissolved and the Booking will consequently be cancelled;

- b) if no communication is sent by and no later than the Third-Party Group Communication Deadline and/or on the day of access to the Monumental Complex to carry out the relevant visit, a lower number of participants should present themselves in relation to that which is contained in the BR and the Third-Party Group Quote, the Third-Party Group must proceed, by and no later than the Third-Party Group Payment Deadline, to make the payment as foreseen pursuant to Art. (xi) above, and the Ticket of the absent participants will not be refunded, but will be valid on the day indicated on the Ticket and for the 2 (two) following days, if the type of Ticket so provides;
- (x) without prejudice to the payment obligation on the part of the Third-Party Group under the Contract and that no modification is possible in the event that the Third-Party Group has already made the payment via the link sent by VFD in accordance with the Third-Party Group Quote, in the event that changes should occur in an increased number of persons participating in the Access to the Monumental Complex, the Third-Party Group:
  - a) by and no later than the Third-Party Group Communication Deadline, will have to send a communication, to the email address [gruppi@duomomilano.it](mailto:gruppi@duomomilano.it), indicating such variation and in such case the provisions of the previous Art. (x) (a) will apply *mutatis mutandis*;
  - b) if no communication is sent by and no later than the Third-Party Group Communication Deadline and/or on the day of access to the Monumental Complex to carry out the relevant visit, a greater number of participants should present themselves in relation to that which is contained in the BR and the Third-Party Group Quote:
    - (I) the Booking is only guaranteed for the number of participants as indicated in the BR and Third-Party Group Quote, any exception to this is hereby withdrawn by the Third-Party Groups;
- (xi) the Booking is valid upon the forwarding of the Booking confirmation by VFD as per Art. (vi) (c) above, provided that the payment is successfully completed by and no later than the Third-Party Group Payment Deadline;
- (xii) the Contract comes into effect from the date of completion of the Contract, as provided for in the preceding Art. (iv) (d), until 31 December of the same year, with tacit renewal until 31 December of each subsequent year, unless notice of termination is given to the other party by certified mail with 30 (thirty) days' notice from the expiry of the Contract;
- (xiii) without prejudice to the provisions of these GCS, and in particular to the provisions of Art. 4.2.1. with reference to individual Bookings, the Third-Party Group expressly acknowledges and accepts, for itself and its assignees, that regardless of the Contract's duration, VFD and the Third-Party Group may exercise the right of withdrawal from the Contract at any time, by registered mail with return receipt or certified email, to the address indicated in the Third-Party Group Online Form, as regards the Third-Party Group, and to the certified email address [contratti@pec.duomomilano.it](mailto:contratti@pec.duomomilano.it), as regards VFD, it being understood that withdrawal will come into effect 30 (thirty) days following the date in which the communication sent by VFD or the Third-Party Group is received, and it being understood that the Third-Party Group must fulfil all its obligations up to the date of the Contract's termination.

### 2.3. **Sensory Tables**

- 2.3.1. The Third-Party Group may rent, free of charge and in accordance with the provisions of Art. 2.1.6., a set of



sensory tables, consisting of 1 or more sensory tables and at the request of the Third-Party Group, created by VFD in collaboration with the Institute for the Blind (hereinafter, the “Set”), to be used exclusively in the Milan Duomo Museum and in Milan Duomo Cathedral, upon presentation of a specific request to the reception personnel appointed by VFD and located at the entrance to the Milan Duomo Museum. The Set must be returned at the end of the visit to the Milan Duomo Museum and Milan Duomo Cathedral to the personnel appointed by VFD. Each set is sanitised before and after each use;

- 2.3.2. should the Set fail to be returned, is lost, tampered with, broken and/or damaged, even partially, attributable to the Third-Party Group, a maximum penalty of €100.00 (one hundred/00 euros) will be applied, to be paid in cash or by electronic payment at the end of use in the Ticket Offices or by bank transfer within 30 (thirty) days, any exception to this is hereby withdrawn by the Third-Party Group and with the express waiver of the Third-Party Group to advance any claim and/or request, for any reason whatsoever, in this regard.

### **3. Causes of Force Majeure (hereinafter, the “Causes of Force Majeure”)**

- 3.1 Force Majeure means the occurrence of an event or circumstance that prevents a party from performing one or more of its obligations pursuant to the Contract, if and to the extent that the party affected by the impediment demonstrates:

- a) that such an impediment is beyond its reasonable control; and
- b) that it could not reasonably be foreseen at the time of the conclusion of the Contract;
- c) that the effects of the impediment could not reasonably be avoided or overcome by the interested party.

- 3.2 In the absence of evidence to the contrary, it is presumed that the following events endured by one party satisfy conditions a) and b) of the previous Art. 3.1, while the party will only have to prove condition c) of the previous Art. 3.1:

- war (declared or not), hostility, invasion, acts of a foreign enemy, extensive military mobilisation, within the Italian State and/or the Municipality of Milan and/or in the place of residence and/or home and/or offices of the Third-Party Group;
- civil war, riot, rebellion, revolution, military force or usurpation of power, insurrection, acts of terrorism, sabotage or piracy, within the Italian State and/or the Municipality of Milan and/or in the place of residence and/or home and/or offices of the Third-Party Group;
- currency or trade restrictions, embargoes, sanctions, between the country of residence and/or home and/or offices of the Third-Party Group and the Italian State;
- acts of authority, legitimate or illegitimate (including those connected to the Covid-19 epidemic), compliance with laws or government orders, regulations, expropriation, confiscation of assets, requisition, nationalisation, in any case having as their subject and/or concerning the Monumental Complex;
- plague, epidemic and/or pandemic (including Covid-19), natural catastrophes or extreme natural events inside the Municipality of Milan and/or the in the place of residence and/or home and/or offices of the Third-Party Group;
- explosion, fire, destruction of equipment, prolonged suspension of transport, telecommunications or energy inside the Monumental Complex and/or the place of residence and/or home and/or offices of the Third-Party Group;
- generalised social conflicts, in particular boycott, strike, occupation of the Monumental Complex;
- the complete closure of the Monumental Complex for liturgical events at the Monumental Complex or upon indications from Public Security Authorities.

- 3.3 VFD, in the event of Causes of Force Majeure, is exonerated from the obligation to fulfil its contractual obligations and from any responsibility for damage or other contractual remedy for non-fulfilment, starting from the moment in which the event inhibits the fulfilment of the contractual obligations, it being expressly understood that, with reference to the Booking, the provisions of these GCS will apply.

### **4. Booking Cancellation**

- 4.1 VFD, in full compliance also with the Consumer Code, informs Third-Party Groups regarding the terms, conditions and procedures for cancelling the Booking or the cases of exclusion of the same.

- 4.2 VFD may cancel, at its sole discretion, the Booking for extraordinary and/or organisational needs of the Monumental Complex and/or of VFD or in the case of bad weather or in the presence of Causes of Force Majeure; it is only in the event of total impediment of access to the Monumental Complex caused by extraordinary and/or organisational needs of the Monumental Complex and/or of VFD or in the case of bad weather that VFD will propose, alternatively, to: i) reschedule the Booking in a date to be determined, in any





case within 12 (twelve) months following the date of the Booking, or ii) proceed with a 100% refund of the total amount paid, it being understood that the amount corresponding to the pre-sale commission will remain definitively acquired by VFD, any exception to this is hereby withdrawn;

4.3 The Third-Party Groups acknowledge and accept, for themselves and their assignees, that in the event of cancellation by the Third-Party Group of the Booking carried out via the Call Centre after having already made the payment via the link sent by VFD in accordance with the Third-Party Group Quote, no refund of the amount paid for the Booking and for the pre-sale commission is due by VFD and will remain definitively acquired by VFD, any exception to this is hereby withdrawn.

4.4 Without prejudice to the provisions of Art. 4.3 above, in the event that the Third-Party Group has not made the payment via the link sent by VFD in accordance with the Third-Party Group Quote, once the Booking has been completed, the Third-Party Group may cancel the Booking by sending an email to the address *cancellazione.gruppi@duomomilano.it*, by and no later than 8 (eight) working days following receipt of the payment link referred to in Art. 2.2.2. (vi) (b) or public institutions, as part of Third-Party Groups, by and no later than 10 (ten) working days prior to Access to the Monumental Complex, without being required to pay the amount of the Third-Party Group Quote.

## 5. Information and Complaints

5.1 For any information or complaint, or for any communication relating to these GCS or to Access to the Monumental Complex, the Third-Party Group can contact Customer Services by writing to *info@duomomilano.it*.

## 6. Applicable Law – Competent Court

6.1 The GCS are governed by Italian law and must be interpreted according to the Italian language, the official language (and prevailing over other languages) of the Contract between VFD and the Third-Party Group.

6.2 For anything not expressly indicated in these GCS, the Consumer Code and the Italian Civil Code will apply.

6.3 For any dispute in any way connected to the Contract concluded between VFD and the Third-Party Group, according to these GCS, the court of the place where the Third-Party Group resides and/or has its registered office or elected domicile will be competent.

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Milan, July 28th, 2025

Veneranda Fabbrica del Duomo di Milano