

GENERAL CONDITIONS OF SERVICE

These GENERAL CONDITIONS OF SERVICE, together with the INTERNAL REGULATIONS, govern relations between Isamar Holiday Village and Isaresidence Holidays Resort (the "Resorts") on one hand and whoever makes the booking (the "Guest"), along with fellow travellers (the "Crew"), on the other (the "General Conditions of Service"). Submitting a request to book a holiday at the Resort implies full acknowledgement and acceptance of the present General Conditions of Service, also of the Internal Regulations and Regulations for Dogs, both on the part of the Guest and on the part of others making up the Crew.

1. BOOKING AND CONFIRMATION DEPOSIT

- 1.1 A holiday reservation at the Resort can be booked by a Guest of adult age using either of the following procedures:
 - via *online booking* service on the ISA website www.villaggioisamar.com or www.isaresidence.com
 - contacting our Booking Office +39 (0)41 5535811.
- 1.2 The booking will be confirmed only after the payment of a confirmatory deposit consisting in a sum equivalent to 30% of the quoted amount for the stay. The payment of this amount must be made **no later than 3 days after** the booking has been arranged.
- 1.3 Payments can be made:
 - ON-LINE BY CREDIT CARD (American Express and Diners Club cards not accepted);
 - by BANK TRANSFER to I.S.A. S.p.A.'s account at Banca Popolare Volksbank - IBAN: IT 06 K 05856 12100 196571343463 - BIC: BPAAIT2B196. Cheques and postal orders not accepted.
- 1.4 If the payment of the amount mentioned in clause 1.3 above is not confirmed by the indicated deadline, the booking will be cancelled automatically and the previously offered fare will no longer be guaranteed, neither can the Guest make any claim and/or demand from the Resort for real or perceived loss.
- 1.5 Once the amount mentioned in clause 1.3 above has been credited to I.S.A. S.p.A.'s account, the Resort will send the Guest a message to confirm the booking. The Guest must check the confirmation of the booking with care, and if it should contain errors, notify the Resort of the fact immediately.
- 1.6 The Guest acknowledges and accepts that all sums paid to the Resort before arrival, even in multiple instalments, will be regarded as part of the confirmation deposit (together with the amount indicated in clause 1.2 above, see "**Confirmation Deposit**").
- 1.7 Should the Guest make the booking for several people, the Guest is responsible to acknowledge all the Crew members to be familiar with these Conditions of Service, the Internal Regulations and if pertinent, the Regulations for Dogs. In making the booking, the Guest accepts these Conditions of Service, the Internal Regulations and the Regulations for Dogs, not least in the name and on behalf of the members of the Crew, bearing in mind that the Guest will in any event be responsible to the Resort for payment of the price quoted for the selected holiday and, more generally, for any breach of the present General Conditions of Service.

2. NON-REFUNDABLE RATE

- 2.1 Our Resort reserves the right to offer certain holidays at a “*non-refundable rate*”; these offers are conditional on advance payment of the full amount quoted for the holiday.
- 2.2 The reservation will be confirmed only upon immediate payment of the entire amount due for the stay by credit card by the Guest.
- 2.3 Failing this, the reservation will be automatically canceled without the Guest being able to make any claim and / or request from the Resort.
- 2.4 With express exception to the provisions of art. 5 below, the amount paid by the Guest will in no case be refunded. Once confirmed, it will also not be possible to cancel or make changes to the reservation.

3. PAYMENT OF HOLIDAY – VAT – TOURIST TAX

- 3.1 **Payment of the full amount for the holiday — excluding tourist tax and any additional services as mentioned in clause 4.2 below — must be paid by the Guest at least 7 days prior to arrival at the Resort.**
- 3.2 It will be understood that if payment of the full amount for the holiday as specified in clause 3.1 has not been received by I.S.A., the Guest can check in on arrival at the Resort and commence the holiday that has been booked, only after visiting the Cash Office and settled the payment of the outstanding amount.
- 3.3 VAT is the statutory VAT at the time the tax receipt is issued.
- 3.4 TOURIST TAX is the statutory TOURIST TAX at the time the tax receipt is issued
- 3.5 Payment for the holiday can be made using the procedures described in clause 1.3.
- 3.6 As a guarantee against any losses and/or damage that might occur in and around the accommodation unit, the Guest will be asked at Check-In to provide a valid credit card.

4. SERVICES INCLUDED AND EXCLUDED

4.1. Listed below are the **services included in the total cost of the holiday:**

ISAMAR HOLIDAY VILLAGE	ISARESIDENCE HOLIDAY RESORT
<ul style="list-style-type: none"> • ACCOMMODATION FOR PERSONS • CLIMACARD FOR FIRST 48H ONLY (AIR CONDITIONING) • 1 CAR PARKING SPACE • BED LINEN KIT • WI-FI IN COMMUNAL AREAS • WATERPARK - 8 POOLS - WITH WATER SLIDES, SUNBEDS AND BEACH UMBRELLAS • PUBLIC BEACH • DAYTIME AND EVENING ENTERTAINMENT, MINI CLUB AND JUNIOR CLUB • SWIMMING COURSES, TENNIS, ARCHERY, FITNESS, DANCING, FOOTBALL • SPORTS TOURNAMENTS • MINI BASKETBALL COURTS AND ARCHERY FIELD • BEACH VOLLEYBALL • INFLATABLES • DOG AGILITY CAMP • 24H RECEPTION SERVICE • 24H SECURITY SERVICE • BABY KIT: COT, SIDE RAILS, HIGHCHAIR AND CHILD SAFETY GATE FOR TERRACE (subject to availability) 	<ul style="list-style-type: none"> • APARTMENT FOR PERSONS • 1 UMBRELLA AND 2 DECK CHAIRS ON THE BEACH • CLIMACARD FOR FIRST 48H ONLY (AIR CONDITIONING) • 1 CAR PARKING SPACE • BED LINEN KIT • WATERPARK - 2 POOLS WITH SUNBEDS AND BEACH UMBRELLAS • MINI CLUB • WI-FI IN COMMUNAL AREAS • BABY KIT: COT, SIDE RAILS AND HIGHCHAIR (subject to availability) • 24H RECEPTION SERVICE <p>Free admission to Isamar (1 Km by road/500 m via beach):</p> <ul style="list-style-type: none"> • WATERPARK - 8 POOLS - WITH WATER SLIDES • ENTERTAINMENT AND ALL SPORTS COURSES • MINI BASKETBALL COURTS AND ARCHERY FIELD • BEACH VOLLEYBALL • WI-FI IN COMMUNAL AREAS • INFLATABLES • DOG BEACH

4.2 Listed below are other services **not included in the total cost of the holiday:**

ISAMAR HOLIDAY VILLAGE	ISARESIDENCE HOLIDAY RESORT
<ul style="list-style-type: none"> • TOURIST TAX: € 1,00 PER DAY PER PERSON subject to statutory changes (15 consecutive days max; not applicable to children under 6 and adults over 75) • BATHING TOWELS KIT: € 12,00 • FRESH BED LINEN: € 20,00 4 BEDS • SANITATION/MANDATORY FINAL CLEANING € 40,00 (excluding kitchenette, dishes, waste disposal) • BEACH SERVICE: 1 BEACH UMBRELLA + 2 SUN LOUNGERS FROM € 90,00 PER WEEK • ADDITIONAL CLIMACARD RECHARGE: € 10,00 PER 48H • BOOKING FEE € 10,00 • DOG (MAX 2 AND 35 KG): € 8,00 EACH PER DAY • FOOTBALL AND TENNIS COURTS • HALF BOARD AND FULL BOARD TO BE ARRANGED ON SITE WITH THE SELECTED RESTAURANT • ANY ITEMS NOT EXPRESSLY INDICATED in clause 3.1. 	<ul style="list-style-type: none"> • TOURIST TAX: € 1,00 PER DAY PER PERSON subject to statutory changes (15 consecutive days max; not applicable to children under 6 and adults over 75) • BATHING TOWELS KIT: € 12,00 • FRESH BED LINEN: € 20,00 4 BEDS • SANITATION/MANDATORY FINAL CLEANING € 40,00 (excluding kitchenette, dishes, waste disposal) • SUN LOUNGER ON THE BEACH (€ 6 per day, € 30,00 per week) • ADDITIONAL CLIMACARD RECHARGE: € 10,00 PER 48H • BOOKING FEE € 10,00 • DOG (MAX 2 AND 35 KG): € 8,00 EACH PER DAY • HALF BOARD AND FULL BOARD TO BE ARRANGED WITH THE RESTAURANT ON SITE • ANY ITEMS NOT EXPRESSLY INDICATED in clause 3.1.

4.3 The tourist tax and charges for any extra services provided must be paid by the Guest by the end of the day before to departure, at the Cash Office, where they are not to be paid at the time the services are provided.

5. CANCELLATION OF BOOKING – LATE ARRIVAL/EARLY DEPARTURE

Check out the new cancellation policies: [click here!](#)

5.1 In the event of cancellation occurring later than the deadlines indicated above, a penalty equivalent to 30% of the total price quoted for the holiday will be applied, with no entitlement on the part of the Guest to make any claim and/or demand on the Resort for redress.

5.2 The cancellation must be sent in writing to the e-mail address booking@villaggioisamar.com or booking@isaresidence.com indicating: booking reference number, dates of holiday, identity of the person in whose name the booking was made, IBAN and BIC codes for payment of refund if due.

5.3 In the case of a Guest (or Crew) arriving later or leaving earlier than the dates booked for the holiday, the Guest will in any case remain under obligation to pay the full price of the holiday as booked initially and confirmed by the Resort.

6. CHECK-IN and CHECK-IN ONLINE

- 6.1 The Guest must make sure to check in online at least 24 hours before the scheduled arrival at the Resort ("**Check-in Online**"). The Check-In Online facility becomes available on the Resort website at the moment the booking is confirmed. If the Check-In Online condition is not fulfilled or not successfully completed, the Guest will be required to pay the sum of 25,00 euros to the Resort at the moment of Check-In on arrival, to cover increased administrative expenses.
- 6.2 Without prejudice to the provisions of clause 3.2 above, on arrival at the Resort, the Guest must go to the Reception for completion of the Check-In procedure, and show the following documents: Check- In Online printout, valid proof of identity for each member of the Crew, confirmation of booking, license plate number of the vehicle used to access the Resort, dog passport/pet health ID card (mandatory) ("**Check-In**") and credit card authorization form downloadable from the site
- 6.2 Check-in at Reception is available from 10.30. At the moment of Check-In, the Resort will issue the Guest with a microchip-embedded bracelet, and one for each member of the Crew; this bracelet enables the wearer to gain access to the Resort. In the event of a bracelet being lost or broken, it will be replaced at a cost of € 3,00. Also, at the moment of checking in, the Guest will be given a "check-out deposit form", needed in order to book a mandatory inspection of the accommodation occupied by the Guest, conducted by the Resort on the departure date.
- 6.3 The keys to the accommodation unit are handed to the occupant on the afternoon of arrival, from 04:30 pm onwards. The guest who has regularly checked in is allowed to enter the Village pending the delivery of the keys to the house.
- 6.4 On entering the accommodation for the first time, the Guest must inspect the premises and inform the Resort immediately of any faults, breakages or inadequacies. Failure to report any problem with the accommodation within the first 2 hours after taking the keys shall mean that it has been accepted without reservation.

7. EXTRA PERSONS

- 7.1 Any extra person other than those indicated by the booking holder during online check-in are permitted as long as they are within the maximum number of guests allowed for each type of accommodation. Upon arrival, they are required to check in with the owner of the booking and pay the tourist tax according to the terms set out in point 4.3. The extra person must report to the Reception the eventual exit from the Village, in order to determine the exact number of nights for the calculation of the tax due.
- 7.2 Without prejudice to the above, it is expressly forbidden for extra persons to access and stay overnight at the Resort in number greater than the maximum number authorized for the selected accommodation.
Any violation of this rule shall entitle the Resort to cancel the contract and the Guest will be liable for payment of a penalty equivalent to the cost estimated for the portion of the holiday forfeited as a result (which, in any event, can be definitively withheld by the Resort), also for payment of compensation for any further damages.

8. CHECK-OUT

- 8.1 At least 24 hours before the Check-Out day (as specified hereunder), the Guest is expected to:
- Complete the payment of the tourist tax and settle any additional charges;
 - book the inspection of the accommodation unit with the Customer Service, producing the "check-out deposit form" mentioned in clause 6.2.
- 8.2 The Guest and crew must vacate their accommodation unit by no later than 10:00 am on the scheduled departure date ("**Check Out**"). The Guest and crew together with their vehicle(s) must leave the Resort immediately after the Check-Out procedure has been completed.
- 8.3 The return of the Guarantee Deposit at Check-Out is conditional on a positive outcome of the inspection conducted on the accommodation unit following presentation of the "check-out deposit form" signed by the Resort control staff. Should the inspection reveal that there is a damage or that there are missing items, etc., the Resort shall be entitled to retain the Guarantee Deposit paid by the Guest entirely or in part at its discretion, and to seek compensation for further damages.

8.4 The Guest is expected to visit Customer Service by 10:00 am on the day of departure, to return the keys of the accommodation unit, the *Airco-card* and the check-out deposit form, and to collect their receipt confirming payment for the holiday and the bracelets.

9. ACCOMMODATION PREFERENCES AND CHANGES

9.1 The Resort will do everything possible, depending on availability at the time of Check-In, to satisfy any preferences of the position sector requested by the Guest at the time of booking the holiday.

9.2 Requests for a change to a different type or upgraded level of accommodation made subsequent to confirmation of the booking must be communicated and accepted by the Resort before the time of Check-In.

9.3 The Resort is under no circumstances obliged to meet the requests described in the above-mentioned clauses 9.1 and 9.2 respectively. Should it prove impossible to cater for the preferences expressed, no refunds or reduction of the price shall be entitled to the Guest.

9.4 Without prejudice to the provisions of article 2 concerning "non-refundable rates", the Guest acknowledges that, having received confirmation of the booking from the Resort, any changes to the date of arrival or departure and/or in the type of accommodation booked will be possible only so far as the Resort may have resources available, and subject to payment of any differences in price that may be applicable for the new dates and/or for the new type of accommodation requested.

9.5 It will be understood that, if the Resort is unable to accept a request for changes from the Guest as expected under clauses 9.1 and 9.2, the Guest shall remain bound by the terms and conditions of the original booking.

10. PETS (except SIRIO and SOLE)

10.1 Maximum 2 pets are allowed into each accommodation, maximum 35 kg.

10.2 The intention of bringing dogs to the Resort must be stated by the Guest when booking the holiday.

10.3 The Guest commits to scrupulously abide by what is stated in the Dog Rules.

10.4 Any violation of the Regulations and/or of the present clause shall entitle the Resort to disallow admittance of the pet to the premises and/or to have the animal removed, in which case the Guest cannot raise any objection or express opposition to the measure.

11. SPECIAL REQUESTS

The Guest must inform the Resort of any special requests at the time of booking the holiday. The Resort will do everything possible to accommodate such requests; nevertheless, unless expressly agreed in writing to the contrary, the Resort declines all liability to the Guest as regards the possibility of meeting the(se) request(s).

11.2 Without prejudice to the aforementioned, it will be understood in any event that , if the special needs expressed by the Guest cannot be met , the Resort reserves the right not to confirm the booking, in which case the Guest shall have no grounds for making any claim in the matter.

12. VIDEO AND PHOTO DISCLAIMER

12.1 During the course of holiday spent at the Resort, certain moments of daily village life (games, sports, beach activities, etc.) may be photographed or filmed professionally. I.S.A. reserves the right to use the resulting images or video recordings to promote its activity on various media, and it could happen that the Guest and/or members of the Crew appear in them, wholly or in part. By completing the booking, the Guest acknowledges the above and expressly consents to the use of the aforementioned images / videos for the aforementioned purposes.

13. RECREATIONAL ACTIVITIES - USE OF FACILITIES

13.1 The Guest and the Crew are welcome to take part in recreational activities (sporting or otherwise) offered by the Resorts and make use of facilities provided for their enjoyment, but do so entirely at the risk of the Guest, who assumes full responsibility, not least as parent and/or guardian and/or foster parent of minors, expressly waiving any entitlement to claim redress from the Resort for any

damages connected with participation in such activities and/or with the use of facilities, whether by the Guest in person or by any member of the Crew, unless attributable to wrongdoing or serious culpability of the Resort.

13.2 Minors can make use of facilities provided by the Resort and take part in recreational activities, only under the strict supervision of parents or guardians or people expressly authorized by the selfsame parents or guardians.

13.3 Guests undertake to ensure that the Resort is indemnified and held harmless in respect of any damage to the Resort and/or to third parties connected with and/or deriving from their participation in recreational activities.

14. MINORS – RULES OF CONDUCT

14.1 The Guest acknowledges and accepts that the Resort does not exercise any supervision over the activities pursued by the Guest and by members of the Crew; minors must therefore be accompanied by adults for the entire duration of their stay at the Resort and in all areas, not least when using recreational and bathroom-toilet facilities.

14.2 The Guest, as a person holding parental authority over or accompanying minors in the Crew, is also directly responsible for ensuring that these same minors are supervised and making sure they are always well-behaved and respectful toward the Resort and other guests.

14.3 In the Resort, the Guest and every member of the Crew are expected to abide to the provisions of the Internal Regulations, incorporated herein by reference in their entirety. Should there be any breach of the rules of conduct expected under the present Conditions of Service, as indicated in article 10 (pets, observance of Regulations for Dogs), clause 13.2 (participation of minors in recreational activities), clause 14.2 (minors, supervision) and/or the Internal Regulations, the right is reserved by the Resort to cancel the contract and the Guest will be charged a penalty equal to the amount for the portion of the holiday forfeited as a result, to be definitively withheld, while also remaining liable to pay compensation for any further damages.

15. THEFT - DAMAGES - LIABILITY OF THE RESORT

15.1 The Resort will not answer for the disappearance and/or loss of items and/or valuables owned by Guests and/or by members of the Crew, given that it is the duty of individual Guests and members of the Crew to look after their belongings and/or valuables with appropriate diligence.

Moreover, the Resort declines any liability for adversities occasioned by the conduct of other Guests, or for damages attributable to force majeure events such as bad weather, natural disasters, epidemics, diseases, falling trees/branches, high winds or accidents at sea, unless clearly attributable to wrongdoing or serious culpability of the Resort.

16. APPLICABLE LAW AND JURISDICTION

16.1 For all matters not governed by these general conditions of service, the contract between the Guest, the relative Crew and the Resort is regulated by the laws of Italy.

16.2 Any dispute arising between the Resort and the Guest (including members of the relative Crew if any), deriving from or pertinent to the contract with the Resort shall be submitted exclusively to the jurisdiction of the courts at the place where the Guest resides or is domiciled, if located within the Italian territory.

If this is not the case, any dispute arising between the Resort and the Guest (including members of the relative Crew if any), deriving from or pertinent to the contract with the Resort shall be submitted exclusively to the jurisdiction of the Italian legal system, identified in the Court of Padua..

17. INFORMATION REGARDING ARTICLE 49 OF THE CONSUMER CODE

The Guest and/or members of the Crew identifiable as “consumers” within the meaning of Legislative Decree 206/2005 (the “Consumer Code”), acknowledge that:

- a) the Services offered by the Resort consist in the offer of accommodation for a holiday at the Resort, for the period of time requested by the Guest;
- b) the provider of the Services is I.S.A. S.p.A., owner of Isamar Holiday Resort and Residence Holiday Resort;
- c) the Resort has its registered office at Galleria Brancaleon 2 - 35138 Padua;
- d) the Guest and/or members of the Crew can send any complaints or requests to the Resort by e-mail, at the following addresses: booking@villaggioisamar.com or booking@isaresidence.com or telephone number +39 (0)41 5535811;
- e) the methods of calculating the total price of the Services, and the methods of payment, are indicated in articles 1 and 4 of these General Conditions of Service and, at the booking stage, on the website www.villaggioisamar.com, www.isaresidence.com according to the type of accommodation unit selected and the duration of the holiday;
- f) subject to and conditional on the Guest making the payment of the price quoted for the holiday, the Resort undertakes to provide the service to the Guest for the duration agreed at the time of booking;
- g) considering the type of service offered by the Resort, the Guest has no right of withdrawal as envisaged under articles 52 to 58 of the Consumer Code for distance contracts and contracts negotiated away from business premises (see article 59 letter n of the Consumer Code);
- h) the contract with the Resort is a fixed term agreement made for the duration of the holiday booking, and is deemed to be at an end once the Resort has provided the requested service and the Guest has fulfilled all of the obligations imposed and accepted under the terms of these General Conditions of Service;
- i) the amount of the guarantee deposit is that indicated in article 3 of these General Conditions of Service.

For all legal intents and purposes, and pursuant to articles 1341 and 1342 of the Italian Civil Code, the Guest, speaking personally and for members of the Crew, confirms that all of the terms and conditions indicated below have been perused and are specifically and expressly approved: 1.2 and 1.4 (confirmation of booking); 1.5 (verification of booking confirmation and notification of errors); 1.6 (Confirmation Deposit); 1.7 (acceptance, personal and in the name and on behalf of members of the Crew); 2.1 and 2.4 (non-refundable rate, no possibility of changes/cancellation); 3.1 and 3.2 (payment of agreed price for holiday); 3.6 (deposit for missing items/breakages); 4.2 (services not included) ; 5.1 (terms and conditions for cancellation of booking); 5.3 (late arrival/early departure – full payment); 6.1 (administrative charges for failure to Check In Online); 6.3 and 6.4 (viewing of accommodation and unconditional acceptance; handover of keys); 7 (details of extra persons, cancellation of contract and penalty for breach of regulations); 8.1 and 8.2 (Check Out and inspection of accommodation); 8.3 (return guarantee deposit subject to positive outcome of inspection); 9.3 and 9.5 (non-binding preferences; payment of difference in price); 10 (Regulations for Dogs, breach of Regulations for Dogs, conditions for admittance of dogs); 11.2 (special requests, freedom of Resort not to confirm booking); 12 (agreement to use of images/videos); 13 (participation in activities/use of facilities by Guest at own risk, Resort to remain free of liability and held harmless); 14 (minors, observance of Internal Regulations, cancellation of contract and imposition of penalty); 15 (no liability attributable to Resort for theft and damage); 16 (applicable law and jurisdiction); 17 (information regarding article 49 of Consumer Code).