

ISAMAR HOLIDAY VILLAGE- ISARESIDENCE AND PRESTIGE HOLIDAY RESORT

GENERAL CONDITIONS OF SERVICE

These GENERAL CONDITIONS OF SERVICE, together with the INTERNAL REGULATIONS, govern relations between Isamar Holiday Village and Isaresidence/Prestige Holiday Resort (the "Resorts") on one hand, and who 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 behalf of the Guest and on behalf 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 one of the following procedures:
 - via *online booking* service on our websites www.villaggioisamar.com or www.isaresidence.com
 - contacting our Booking Office at +390415535811.
- 1.2 The booking will be confirmed only after the payment of a confirmation deposit of 20% of the quoted amount for the stay. The deposit must be corresponded **within 3 days** after the booking arrangement.
- 1.3 Payments can be made **online by credit card** (American Express, Diners Club cards and cheques are not accepted).
- 1.4 If the payment of the amount mentioned in clause 1.2 above is not confirmed by the indicated deadline, the booking will be automatically cancelled and the previous 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 1.2 above has been credited to I.S.A. S.p. A's account, the Resort will confirm the reservation per e-mail. The Guest must check the booking confirmation with care, and notify any error, if present.
- 1.6 The Guest acknowledges and accepts that all sums paid to the Resort before the arrival, even in multiple instalments, will be registered as part of the confirmation deposit (together with the amount indicated in clause 1.2 above, see "**Confirmation Deposit**").

2. NOT REFUNDABLE FARE

- 2.1 Our Resort reserves the right to offer a "*non-refundable fee*"; for some holidays; these offers are subordinate to the 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.
- 2.3 Otherwise, the reservation will be automatically cancelled with no possibility of claims and/or requests.
- 2.4 Except for what reported in the 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. RESERVATION PAYMENT – VAT – TOURIST TAX

- 3.1 **The payment of the full amount — excluded tourist tax and any additional services as mentioned in clause 4.2 below — must be paid by the Guest online by credit card at least 7 days before the arrival at the Resort.**
- 3.2 It is intended that if the payment of the full amount, as specified in clause 3.1, has not been corresponded to I.S.A. S.p.A., the Guest can check in only after rectifying the situation at the Reception on the arrival day.

- 3.3 VAT is the statutory VAT at the time the bill receipt is issued.
- 3.4 TOURIST TAX is the statutory TOURIST TAX at the time the receipt is issued and must be paid **while Checking-In by CREDIT CARD. A cash payment will not be accepted.** The TOURIST TAX will be charged to all the Crew members for the entire duration of the holiday.
- 3.5 The Guest shall refund the Resorts in case of any lack and/or damages that might occur in and around the accommodation unit, as well while using any additional services. The Guest acknowledges and accepts that at check-in, the Guest shall a)subscribe the “General Conditions of Service”; furthermore, the Guest shall b)refund partial loss, damages, theft, defects, c) pay for additional services provided to the Guest and/or the Crew which will be ascertained after their departure.

4. WHAT’S INCLUDED/SUBJECT TO A FEE

4.1. INCLUDED SERVICES

ISAMAR HOLIDAY VILLAGE	ISARESIDENCE HOLIDAY RESORT
<ul style="list-style-type: none"> • ACCOMODATION (guests are allowed until the maximum capacity, including babies) • AIR CONDITIONING • 1 CAR PARKING SPACE (2 for NOVA 3XL). In case of a second car, a free unattended parking lot is available 200 mt. far (P2 Tenuta S. Grazia) • BED LINEN KIT (1 CHANGE PER WEEK INCLUDED) • WI-FI IN COMMON AREAS • WATERPARK - 8 POOLS - WITH WATER SLIDES, SUNBEDS AND BEACH UMBRELLAS • DAYTIME AND EVENING ENTERTAINMENT, MINI CLUB AND JUNIOR CLUB • TENNIS COURSES, PADEL COURSES, ARCHERY, FITNESS, QI GONG, FOOTBALL COURSES, BASKET, BOCCIE, BEACH VOLLEY, GYM • INFLATABLE TOYS and PUMPTRACK • DOG AGILITY AREA • BABY KIT: COT, BED SIDE RAILS, HIGHCHAIR AND TERRACE GATE (the gate is not available for Bungalow and Sole) (subject to availability) • ELECTRIC CAR RECHARGE • ELECTRIC TRAIN • SAFE (subject to availability) 	<ul style="list-style-type: none"> • APARTMENT (guests are allowed until the maximum capacity, including babies) • 1 BEACH UMBRELLA + 2 SUNBEDS • 1 BEACH UNMBRELLA + 2 SUNBEDS c/o Isamar Holiday Village’s Dog Beach for dogs’ owners • AIR CONDITIONING • 1 CAR PARKING SPACE (2 for Master Lodge and Family Lodge) • BED LINEN KIT (1 CHANGE PER WEEK INCLUDED) • WATERPARK - 2 POOLS WITH SUNBEDS AND BEACH UMBRELLAS • WI-FI AVAILABILITY: RECEPTION HALL/SWIMMING POOLS/PRESTIGE APARTMENTS • BABY KIT: COT, BED SIDE RAILS AND HIGHCHAIR (subject to availability) • SAFE • ELECTRIC TRAIN (ISARESIDENCE/ISAMAR) • ELECTRIC CAR RECHARGE (at Villaggio Isamar) <p>Free entrance to Isamar Holiday Village from 7 a.m. till 11 p.m. (500 mt far- all services included)</p>

4.2 SUBJECT TO A FEE:

ISAMAR HOLIDAY VILLAGE	ISARESIDENCE AND PRESTIGE HOLIDAY RESORT
<ul style="list-style-type: none"> TOURIST TAX BATH TOWELS KIT (to purchase) FRESH BED LINEN (for rental) FINAL CLEANING (see the table below) BEACH SERVICE BOOKING FEE (not applicable on online reservations) BOOKING VARIATION FEE PET (maximum 2 per accommodation) FULL BOARD/HALF BOARD (to purchase on site) TENNIS COURT RENTAL PADEL COURT RENTAL FAIRGROUND PRIVATE TENNIS LESSONS PRIVATE SWIMMING LESSONS DIVING CENTER MINIGOLF EXTERNAL PARKING (PARK 1) EVERYTHING NOT EXPRESSLY DECLARED IN THE 4.1 TABLE 	<ul style="list-style-type: none"> TOURIST TAX BATH TOWELS KIT (to purchase) FRESH BED LINEN (for rental) FINAL CLEANING (see the table below) BOOKING FEE (not applicable on online reservations) BOOKING VARIATION FEE PET (maximum 2 per accommodation) PETS ARE NOT ALLOWED IN THE PRESTIGE FLATS FULL BOARD/HALF BOARD (to purchase on site) EVERYTHING NOT EXPRESSLY DECLARED IN THE 4.1 TABLE

ISAMAR HOLIDAY VILLAGE	FARE
TOURIST TAX (per night/per person except children under 6 yo and elderly over 75 yo (maximum 10 day in a row)	€ 2,10
BATH TOWELS KIT (TO PURCHASE)	€ 12,00
DOUBLE BED LINEN (FOR RENTAL)	€ 8,00
SINGLE BED LINEN (FOR RENTAL)	€ 5,00
FINAL CLEANING L (Venere XXL, Giove XXL, Giove XXL Pool, Giove XXL Prem., Giove XXL Prem. Pool, Siro XXL, Sirio Pool, Sirio JR, Sole XXL, Nova 3XL)	€ 60,00
FINAL CLEANING S (Bellagio Small, Bellagio Large, Miami, Miami Pool, Bungalow, Venere XL)	€ 40,00
BOOKING FEE/BOOKING VARIATION FEE	€ 15,00
PET (MAX 2) (PER NIGHT PER PET)	€ 8,00
TENNIS COURT RENTAL	€ 14,00 - after 9:00 p.m. € 16,00
PADEL COURT RENTAL	slot 90 min € 36,00
PRIVATE TENNIS LESSON	€ 30 individual - € 40 2 pax -€ 45 3 pax
PRIVATE PADEL LESSON	€ 30 individual - € 40 2 pax -€ 45 3 pax
MINIGOLF	€ 5 adults - € 3 children under 12
PARK 1 (ENTRANCE)	First 3 hours free of charge € 10,00 per day from mo to fri /€ 20,00 sat and sun

ISARESIDENCE/PRESTIGE HOLIDAY RESORT	FARE
TOURIST TAX (per night/per person except children under 6 yo and elderly over 75 yo (maximum 10 days in a row))	€ 1,50
BATH TOWELS KIT (TO PURCHASE)	€ 12,00
DOUBLE BED LINEN (FOR RENTAL)	€ 8,00
SINGLE BED LINEN (FOR RENTAL)	€ 5,00
FINAL CLEANING L (Lodge Floor, Lodge Garden, Family Lodge Garden, Master Lodge Garden and all the Prestige apartments)	€ 60,00
FINAL CLEANING S (Family Studio Floor, Family Studio Garden, Mini Floor, Studio Floor, Studio Garden)	€ 40,00
BOOKING FEE/BOOKING VARIATION FEE	€ 15,00
PET (MAX 2) (PER NIGHT PER PET)	€ 8,00

- 4.3 The tourist tax and charges for any additional services provided must be paid directly when requested.

5. BOOKING CANCELLATION – LATE ARRIVAL/EARLY DEPARTURE

5.1 Cancellation terms:

Refundable deposit minus a € 60,00 administration fee.

- cancellation with refundable deposit **up to 3 days before the arrival**: for stays from the opening until the 06/06 and from the 06/09 until the closing.
- cancellation with refundable deposit **up to 7 days before the arrival**: for stays between the 07/06 and the 13/06, from the 21/06 to the 11/07 and from the 30/08 to the 05/09.
- cancellation with refundable deposit **up to 14 days from the arrival**: for stays in between 14/06 and 20/06 and from 12/07 to 01/08
- cancellation with refundable deposit **up to 21 days from arrival**: for stays between 02/08 and 29/08

The deposit will be refunded within 30/60 days.

- 5.2 In case of late cancellation, a penalty equivalent to 20% of the whole amount will be charged. No claims allowed.

The cancellation must be communicated by e-mail to booking@villaggioisamar.com or booking@isaresidence.com indicating: booking reference number, dates, identity of the person who booked, IBAN and BIC codes for payment of refund (if due).

- 5.3 In case of **late or early arrival or no show**, the full amount must be paid as agreed by the booking confirmation.

6. CHECK-IN and ONLINE CHECK-IN

- 6.1 The **online check-in is mandatory** and must be filled in at least 24 hours before the scheduled arrival at the Resort ("**Check-in Online**"). The online check-in form will be sent per e-mail 7 days before the arrival. 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 moment of Check-In on arrival, to cover further administrative fees.

- 6.2 As explained in clause 3.2 above, the following documents are required during the check-in procedure: ID for each member of the Crew, car plate number of the vehicle used to enter the Resort, a copy of the dog passport/pet health ID card (mandatory), credit card.

- 6.3 Check-in at Reception is available from 10.00. During the Check-In procedure, a microchip bracelet will be delivered for each member of the Crew; this bracelet enables the guest to enter the Resort. Wearing the bracelet is mandatory before entering the Resort.

- 6.4 The keys to the accommodation unit are handed to the occupants on the afternoon of arrival, within 03:00 p.m. from Tuesday to Friday and from 5:00 p.m. on Saturdays, Sundays and Mondays. The Guest who has regularly checked in is allowed to enter the Village while waiting for the delivery of the keys to the house.
- 6.5 After entering the accommodation for the first time, the Guest must inspect the premises and inform the Resort immediately in case of any faults, damages or inadequacies and report any problems with the accommodation within the first 2 hours. Any later report shall imply the guests' acceptance.

7. ADDITIONAL PEOPLE

- 7.1 The guests' number must not exceed the maximum number of people allowed in the mobile home/apartment. Every extra member of the crew (either daily visitor or permanent) is required to check in with the booking owner and pay the tourist tax (only in case of overnight) according to the terms set out in point 4.3.
Daily visitors must check out at the reception within 8:00 p.m. Any later or missing communication will imply the charge of the Tourist Tax.
- 7.2 Any outnumbering visitor is strictly forbidden. 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.

8. CHECK-OUT

- 8.1 The Guest and the Crew must check out no later than 10.00 a.m. on the day of departure ("**Check Out**"). The Guest and the Crew must leave the Resort, together with their car(s).
- 8.2 Before the departure it is required to: tidy up the accommodation, leave the kitchen clean, get rid of the garbage in the specific areas, leave the dirty bedlinen in the bag you received at the arrival.
- 8.3 On departure day, the accommodation will be subject to verification of the integrity of equipment and facilities, as well as compliance with the activities of release provided (order of the premises, kitchen cleaning etc.) and any discrepancy will be notified by e-mail. The management has the right to charge the guest for any damages documented in attachment.
- 8.4 Within 10:00 am on the departure day, the Guest must return the keys of the accommodation unit, the *Airco-card* and the bracelets.

9. ACCOMMODATION PREFERENCES AND CHANGES

- 9.1 The Resort **can't guarantee** any requests about the accommodation's number, position or area. The request will be taken care of, if possible, without any obligation to grant it.
- 9.2 Any late accommodation change or upgrade must be communicated to the booking office and confirmed before the arrival.
- 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 As reported in article 2 concerning "non-refundable rates", the Guest acknowledges that, having received confirmation of the booking from the Resort, any changes of the arrival or departure date and/or in the type of accommodation booked will be subject to availability and 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 an accommodation change request for 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

- 10.1 Maximum 2 pets per accommodation allowed (except for Prestige Apartments).
- 10.2 The intention of bringing pets to the Resort must be stated by the Guest when booking the holiday.
- 10.3 Every dog must wear the collar provided at the check-in, on which is reported its housenumber.
- 10.4 The Guest agrees to comply strictly with the hospitality rules for dogs and other pets.

Pets are allowed on a leash in all common areas of Isamar Holiday Village and Isaresidence/Prestige Holiday resort, except for the swimming pool area, theatre, supermarket, gym, beach (except for the Dog Beach). The Dog Beach is the area of the Isamar Village for guests with dogs, where bathing with your dog is allowed

10.5 It is mandatory to present at the check-in the pet's health passport.

10.6 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

11.1 The Guest must inform the Resort of any special requests during the booking process. The Resort will do anything possible to grant any request; nevertheless, unless expressly agreed in writing to the contrary, the Resort declines all liability to the Guest in case of no possibility to accommodate the request.

11.2 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 the 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 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 (sport, animation, shows) offered by the Resort. Any facility provided can be used under the Guest's responsibility, who is also responsible for minor members of the Crew. The Guest can't claim any refund for damages occurred during the recreational activities. (Except for fraud or grave responsibility on the Resort's behalf).

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

13.3 Guests undertake to ensure that the Resort is indemnified and held harmless from any damage to 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 is responsible for every minor member of the Crew and must guarantee their well behavior towards the resort and the other guests.

14.3 In the Resort, the Guest and every member of the Crew are expected to abide by the Internal Regulation, incorporated herein by reference in its entirety. In case of 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 respond to 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 ISAResidence Holiday Resort;
- c) the Resort has its registered office at Galleria Brancalion 2 - 35138 Padua;
- d) 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;
- e) 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;
- f) 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);
- g) 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.
- h) the amount of the guaranteed 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 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); 3.5 (procedure 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, 6.4 and 6.5 (viewing of accommodation and unconditional acceptance; handover of keys); 7 (details of extra persons, cancellation of contract and penalty for breach of regulations); 8. (Check Out and inspection of accommodation); 9.3 and 9.5 (non-binding preferences; payment of difference in price); 10 (Regulations for pets, breach of Regulations for pets, conditions for admittance of pets); 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).