

## 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 "Resort") on the one hand, and whoever makes the booking (the "Guest"), along with fellow travellers (the "Party"), on the other (the "General Conditions of Service"). Submitting a request to book a holiday at the Resort implies full knowledge 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 Party.*

### 1. BOOKING AND CONFIRMATION DEPOSIT

- 1.1 A holiday at the Resort can be booked by a Guest of adult age using either of the following procedures:
  - by way of the *booking online* service on the ISA website [www.villaggioisamar.com](http://www.villaggioisamar.com);
  - contacting our Booking Office.
- 1.2 The booking will be confirmed only on payment of a deposit consisting in a sum equivalent to 20% of the total prices quoted for the holiday. Payment of the sum in question must be remitted **no later than 3 days** after the booking has been arranged.
- 1.3 Payment can be made:
  - ON-LINE BY CREDIT CARD (American Express and Diners Club cards not accepted);
  - by BANK TRANSFER to the account of: I.S.A. S.p.A - Banca Popolare Volksbank - IBAN: IT 06 K 05856 12100 196571343463 - BIC: BPAAIT2B196. Cheques and postal orders not accepted.
- 1.4 If payment of the sum mentioned in clause 1.3 above is not remitted by the deadline indicated, the booking will be cancelled automatically and the rate offered previously will no longer be guaranteed; neither can the Guest make any claim and/or demand on the Resort for real or perceived loss.
- 1.5 Once the sum mentioned in clause 1.3 above has been credited to the account of I.S.A., the Resort will send the Guest a message to confirm the booking. The Guest must check the confirmation of the booking with care, and in the event that it should contain errors, advise 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 sum indicated in clause 1.2 above, see "**Confirmation Deposit**").
- 1.7 Should the Guest make the booking for several persons, the Guest undertakes to make all members of the Party 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 Party, 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 booking will be confirmed only when immediate payment of the full amount quoted for the holiday, remitted on line by credit card, has been received from the Guest.
- 2.3 If payment is not received immediately, the booking will be cancelled automatically, with no entitlement on the part of the Guest to make any claim and/or demand on the Resort for redress.
- 2.4 In direct contrast to the provisions of article 5 below, the sum paid by the Guest will not be refundable under any circumstances. Once confirmed, moreover, it will not be possible to cancel or make changes to the booking.

**3. PAYMENT OF HOLIDAY**

- 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 remitted 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 remitting payment of the sum still outstanding.
- 3.3 Payment for the holiday can be made using the procedures described in clause 1.3.
- 3.4 As surety 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"> <li>• ACCOMMODATION FOR 4/6 PERSONS</li> <li>• CLIMACARD FOR FIRST 24H ONLY (AIR CONDITIONING)</li> <li>• 1 CAR PARKING SPACE</li> <li>• BED LINEN KIT</li> <li>• WI-FI IN COMMUNAL AREAS</li> <li>• WATERPARK - 8 POOLS - WITH WATER SLIDES, SUNBEDS AND BEACH UMBRELLAS</li> <li>• PUBLIC BEACH</li> <li>• DAYTIME AND EVENING ENTERTAINMENT, MINI CLUB AND JUNIOR CLUB</li> <li>• SWIMMING COURSES, TENNIS, ARCHERY, FITNESS, DANCING, FOOTBALL</li> <li>• SPORTS TOURNAMENTS</li> <li>• FOOTBALL PITCHES, BASKETBALL COURTS AND ARCHERY FIELD</li> <li>• BEACH VOLLEYBALL</li> <li>• INFLATABLES</li> <li>• DOG AGILITY CAMP</li> <li>• 24H RECEPTION SERVICE</li> <li>• 24H SECURITY SERVICE</li> <li>• BABY KIT: COT, SIDE RAILS, HIGH CHAIR AND CHILD SAFETY GATE FOR TERRACE (subject to availability)</li> </ul>	<ul style="list-style-type: none"> <li>• APARTMENT FOR 3/6 PERSONS</li> <li>• 1 UMBRELLA AND 2 DECK CHAIRS ON THE BEACH</li> <li>• CLIMACARD FOR FIRST 24H ONLY (AIR CONDITIONING)</li> <li>• 1 CAR PARKING SPACE</li> <li>• BED LINEN KIT</li> <li>• WATERPARK - 2 POOLS WITH SUNBEDS AND BEACH UMBRELLAS</li> <li>• MINI CLUB</li> <li>• WI-FI IN COMMUNAL AREAS</li> <li>• BABY KIT: COT, SIDE RAILS AND HIGH CHAIR (subject to availability)</li> <li>• 24H RECEPTION SERVICE</li> </ul> <p>Free admission to Isamar (1 Km by road/500 m via beach):</p> <ul style="list-style-type: none"> <li>• WATERPARK - 8 POOLS - WITH WATER SLIDES</li> <li>• ENTERTAINMENT AND ALL SPORTS COURSES</li> <li>• FOOTBALL PITCHES, BASKETBALL COURTS AND ARCHERY FIELD</li> <li>• BEACH VOLLEYBALL</li> <li>• WI-FI IN COMMUNAL AREAS</li> <li>• INFLATABLES</li> <li>• DOG AGILITY CAMP</li> </ul>

- 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"> <li>• 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)</li> <li>• BATHING TOWELS KIT: € 12.00</li> <li>• FRESH BED LINEN: €20.00 4 BEDS</li> <li>• SANITATION/MANDATORY FINAL CLEANING € 35.00 (excluding kitchenette, dishes, waste disposal)</li> <li>• BEACH SERVICE: 1 BEACH UMBRELLA + 2 SUN LOUNGERS FROM € 90.00 PER WEEK</li> <li>• CLIMACARD RECHARGE: €10.00 PER 48H</li> <li>• BOOKING EXPENSES € 10.00</li> <li>• DOG (MAX 2): €7.00 EACH PER DAY</li> <li>• HALF BOARD AND FULL BOARD TO BE ARRANGED IN SITU WITH THE RESTAURANT</li> <li>• ANY ITEMS NOT EXPRESSLY INDICATED in clause 3.1.</li> </ul>	<ul style="list-style-type: none"> <li>• 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)</li> <li>• BATHING TOWELS KIT: € 12.00</li> <li>• FRESH BED LINEN: €20.00 4 BEDS</li> <li>• SANITATION/MANDATORY FINAL CLEANING € 35.00 (excluding kitchenette, dishes, waste disposal)</li> <li>• SUN LOUNGER ON THE BEACH (€ 6 per day, € 30 per week)</li> <li>• CLIMACARD RECHARGE: €10.00 PER 48H</li> <li>• BOOKING EXPENSES € 10.00</li> <li>• DOG (MAX 2): €7.00 EACH PER DAY</li> <li>• HALF BOARD AND FULL BOARD TO BE ARRANGED IN SITU WITH THE RESTAURANT</li> <li>• ANY ITEMS NOT EXPRESSLY INDICATED in clause 3.1.</li> </ul>

4.3 The tourist tax and charges for any extra services provided must be paid by the Guest by the end of the day prior to departure, at the Cash Office.

## 5. CANCELLATION OF BOOKING – LATE ARRIVAL/EARLY DEPARTURE

5.1 Subsequent to confirmation of the booking by the Resort, and without prejudice to the provisions of article 2, the Guest shall be free to cancel the holiday subject to the following terms and conditions:

- a. from 09/05 to 07/06 and 08/09 to 21/09: no later than 7 days before the arrival date  
from 30/06 to 02/08 and 25/08 to 07/09: no later than 14 days before the arrival date  
from 08/06 to 29/06 and 03/08 to 24/08: no later than 21 days before the arrival date  
On these terms, the amount paid as Confirmation Deposit will be refunded to the Guest, minus a charge of 60.00 euros;

- b. In the event of cancellation occurring later than the deadlines indicated above, a penalty equivalent to 20% 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](mailto:booking@villaggioisamar.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 Party) arriving later or leaving earlier than the dates booked for the holiday, the Guest will in any event 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 certain 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. In the event that 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 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 Party, confirmation of booking, license plate number of the vehicle used to access the Resort, dog passport or pet health ID card if relevant ("**Check-In**").
- 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 Party; 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 16.30 onwards.
- 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 problems with the accommodation inside the first 2 hours after taking the keys shall mean that it has been accepted without reservation.

## **7. EXTRA PERSONS**

- 7.1 Any persons in addition to those indicated by the Guest when booking the holiday — up to the maximum number permitted for the selected accommodation unit — will be admitted to the Resort only after the Guest has communicated their details at the moment of Check-In, and remitted payment of its extra cost, of the tourist tax and any additional charges.
- In the event that such extra persons should arrive on a day after the Guest or Party has checked in, they will be admitted only if accompanied by the Guest and must remit payment of the tourist tax.
- 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 permissible 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 calculable 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 prior to the Check-Out day (as specified hereunder), the Guest is expected to:
- remit payment of the tourist tax and settle any additional charges;
  - book the inspection of the accommodation unit with Customer Service, producing the "check-out deposit form" mentioned in clause 6.2.
- 8.2 The Guest and Party must vacate their accommodation unit by no later than 10.00 hours on the scheduled departure date ("**Check Out**"). The Guest and Party 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 staff. Should the inspection reveal that there is damage or that there are items missing, 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 hours on the day of departure, to return the keys of the accommodation unit, the climacard and the check-out deposit form, and to collect the receipt confirming payment for the holiday.
- 9. ACCOMMODATION PREFERENCES AND CHANGES**
- 9.1 The Resort will do everything possible, depending on availability at the time of Check-In, to cater for any preferences in terms of position or specific number of accommodation unit expressed 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 to the Resort before the time of Check-In.
- 9.3 It will be understood that the Resort is under no obligation to meet the requests described in clauses 9.1 and 9.2 above; accordingly, should it prove impossible to cater for the preferences expressed, the Guest will have no entitlement to any refund or reduction in price.
- 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 insofar as the Resort may have resources available, and subject to payment of any difference 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 envisaged 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 are allowed into each accommodation; any breed considered dangerous is not admitted.
- 10.2 The intention of bringing dogs to the Resort must be stated by the Guest when booking the holiday.
- 10.3 Admittance of dogs to the Resort is conditional on presentation by the Guest of a passport or pet health ID card for the dog, and on payment of the sums indicated in clause 4.2.
- 10.4 Any violation of the Regulations and/or of the present clause shall entitle the Resort to disallow admittance of the dog 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 these requests.
- 11.2 Without prejudice to the foregoing, 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 Party appear in them, wholly or in part. With completion and confirmation of the booking, the Guest expresses awareness of the above and agrees to the use of such images and/or videos for the purposes in question.
- 13. RECREATIONAL ACTIVITIES - USE OF FACILITIES**
- 13.1 The Guest and the Party are welcome to take part in recreational activities (sporting or otherwise) offered by the Resort 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 Party, unless attributable to wrongdoing or serious culpability of the Resort.

13.2 Minors are allowed to make use of facilities provided by the Resort and to take part in recreational activities, only under the strict supervision of parents or guardians or of persons 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 Party; 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 Party, is also directly responsible for ensuring that these same minors are supervised and making certain they are always well-behaved and respectful toward the Resort and other guests.

14.3 Internally of the Resort, the Guest and every member of the Party are expected to abide by the provisions of the Internal Regulations, incorporated herein by reference in their entirety. Should there be any breach of the rules of conduct envisaged 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 equivalent to the cost calculable 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 Party, given that it is the duty of individual Guests and members of the Party 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 damage attributable to events of force majeure 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 Party 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 Party 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 territory of Italy.

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

## INFORMATION REGARDING ARTICLE 49 OF THE CONSUMER CODE

The Guest and/or members of the Party 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 the company I.S.A. S.p.A., owner of "Villaggio Isamar" and "Residence Isaholidays";
- c) the Resort has its registered office at Galleria Brancaleon 2 - 35138 Padua; telephone number +39 (0)41 5535811 and e-mail address: [booking@villaggioisamar.com](mailto:booking@villaggioisamar.com) o [booking@isaresidence.com](mailto:booking@isaresidence.com);
- d) the Guest and/or members of the Party can send any complaints or requests to the Resort by e-mail, at the following addresses: [booking@villaggioisamar.com](mailto:booking@villaggioisamar.com) or [booking@isaresidence.com](mailto:booking@isaresidence.com);
- 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](http://www.villaggioisamar.com), according to the type of accommodation unit selected and the duration of the holiday;
- f) subject to and conditional on the Guest remitting 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 the sum 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 Party, 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 Party); 2.1 and 2.4 (non-refundable rate, no possibility of changes/cancellation); 3.1 and 3.2 (payment of agreed price for holiday); 3.3 (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).