

# General Terms and Conditions of Sale

These General Terms and Conditions of Sale govern the relationship between the Client and the service provider, a Company of the Club del Sole Group that manages the accommodation facilities where the service will be provided, as specified in Art. 12.

## Art.1- PRICE AND PAYMENT TERMS

**1.** Payment methods may change depending on the selected establishment and the period of stay chosen, without prejudice to all other methods offered and stated in the specific terms and conditions of sale provided when personal details are entered. In all cases, the terms and conditions stated at the bottom of the letter confirming the reservation will apply; the following articles only state the list of possible applicable conditions.

2. Standard methods of payment, if available, are:

I. PAYMENT ON ARRIVAL

a) The Clients, upon submission of their credit card details as a guarantee, can book with no need to pay a deposit, paying 100% of the price upon arrival at the accommodation facility.

II. NON-REFUNDABLE DOWN PAYMENT

a) The Client can pay 100% of the price:

i. from the specific web page, via credit card or bank wire transfer

ii. upon agreement via phone, using the special link received in the booking confirmation, paying by credit card or wire transfer at that time or within seven days after submitting the booking confirmation. After this deadline, in case of non-payment or partial payment, the contract will be considered terminated by law, without further notice by the accommodation facility.

iii. after requesting a quote by email and subsequently accepting it, using the special link received in the booking confirmation, via credit card, wire transfer at that time or within seven days after submitting the booking confirmation. After this deadline, in case of non-payment or partial payment, the contract will be considered terminated by law, without further notice by the accommodation facility.

III. DEPOSIT AND SUBSEQUENT BALANCE

a) The Customer, via credit card, bank transfer or on-line payment method, will pay a sum by way of a deposit on the sale price; full settlement, according to that stated in the specific offer, if available, will be due as follows:

i. thirty days before arrival at the establishment

ii. fourteen days before arrival at the establishment

iii. seven days before arrival at the establishment

iiii. on arrival at the establishment

**3.** In any case we will not accept cash payments for an amount equal to or higher than 5.000,00€ for a single reservation, also in case of split payments.

## Art. 2 - BOOKING

**1.** Booking can take place online via the website of Club del Sole or that of the individual accommodation facilities, or via email or phone.

**2.** Once the reservation is made using one of the above methods, the Client will receive an email with a summary of the selected special offers and related terms and conditions.

**3.** Depending on the method of payment chosen at the time of booking (PAYMENT ON ARRIVAL, PREPAID NON-REFUN-DABLE PAYMENT, DEPOSIT AND SUBSEQUENT BALANCE) a different procedure will be applied to the balance, changes and cancellation of booking.

4. The reservation will be considered effective, and the contract completed:

I. for bookings made through the web page at the moment of payment of the price or the deposit amount
II. for bookings made by email at the moment of submitting the booking confirmation, the Client shall issue payment within seven days after receiving the booking confirmation through the link provided. After this deadline, the booking will be deemed cancelled and the contract terminated

III. for bookings made by phone at the moment of submitting booking confirmation, the Client shall issue payment within seven days after receiving the booking confirmation through the link provided. After this deadline, the booking will be deemed cancelled and the contract terminated.

### Art. 3- CHANGE OF BOOKING BY THE CLIENT

**1.** Any changes requested by the Client for a booking already accepted are subjected to verification and authorisation according to the availability of the accommodation facility.

**2.** For the NON REFUNDABLE PREPAID method there are no time limits to request changes and, if they involve higher costs, the Client will be required to pay the difference in price upon arrival at the facility. If the changes involve lower costs, no refund shall be due.

#### 3. For the DEPOSIT AND SUBSEQUENT BALANCE mode:

I. at the Desenzano Lake Village and Tenuta Primero establishments: for reservations for the periods until 9 April, from 5 to 29 May, and from 6 September until closure of the Village, the Customer can request changes up to 48 hours before arrival, after which time the limitations referred to in Art. 3.8 shall apply; from 10 April to 4 May, from 30 May to 4 July, and from 25 August to 5 September, the Customer can request changes up to 7 days before arrival, after which time the limitations referred to in art. 3.8 shall apply; for reservations for the periods from 5 July to 24 August, the Customer can request changes up to 30 days before arrival, after which time the limitations referred to in Art. 3.8 shall apply; for reservations for the periods from 5 July to 24 August, the Customer can request changes up to 30 days before arrival, after which time the limitations referred to in Art. 3.8 shall apply. II. in all establishments (excluding Desenzano Lake Village and Tenuta Primero) for reservations for the periods from the

opening of the season until 9 April, from 5 to 29 May and from 6 September until closure of the Village, the Customer is able to request changes up to 48 hours before arrival, after which time the limitations referred to in Art. 3.8 shall apply; for reservations for the periods from 10 April to 4 May, from 30 May to 4 July, and from 25 August to 5 September, the Customer is able to request changes up to 14 days before arrival, after which time the limitations referred to in Art. 3.8 shall apply; shall apply;

for reservations for the periods from 5 July to 24 August, the Customer is able to request changes up to 30 days before arrival, after which time the limitations referred to in Art. 3.8 shall apply;

III. For PAYMENT ON ARRIVAL, the Customer can request changes up to 24 hours before arrival.

**4.** For the DEPOSIT AND SUBSEQUENT BALANCE in the event of a request for change beyond the terms referred to in art. 3.3, No. I, II and III, if the amount of the new booking is lower than the previous one, no refund will be issued.

**5.** For DEPOSIT AND SUBSEQUENT BALANCE mode, in case of a request for change, the amount of the deposit and the price may be recalculated according to the request, which may be followed by a request to the Client for integration of the deposit, price paid or to be paid.

**6.** Only in the event of a decrease in the number of accommodations available, the provisions referred to in art. 5 (partial withdrawal) shall apply.

**7.** If a price change occurs as a result of a Client's request, and the accommodation facility accepts it, a written notice will be sent confirming the new price.

**8.** In the event that the request for change is received by the accommodation facility after the deadlines referred to in Art. 3.3, No. I, II and III, it will be impossible to change:

- the arrival date
- the departure date
- the supplementary beach service
- the supplementary swimming pool service
- the supplementary board and lodging service.

#### Art. 4- CHANGE OF A BOOKING BY THE ACCOMMODATION FACILITY

**1.** The accommodation facility reserves the right to unilaterally change the contract terms and conditions. The related notification shall occur via a durable medium, such as, for example, e-mail.

**2.** If before the stay begins, the accommodation facility is forced to significantly change one or more of the main features of the services or to significantly increase the price, the Client, may withdraw from the contract within 10 days without paying withdrawal fees by issuing a notification via a durable medium, such as e-mail.

**3.** In the event that the Client notifies the wish to withdraw from the contract, the accommodation facility may offer the Clients an alternative service of equivalent or higher quality.

**4.** In the event of withdrawal from the contract, if the Client does not accept an alternative service, the accommodation facility will reimburse all payments issued by or on behalf of the Clients without undue delay and in any case within fourteen days after withdrawal from the contract.

**5.** In the event of failure to reply regarding the changes proposed by the accommodation facility, the proposal is deemed accepted without further terms or conditions.

**6.** If the changes of significant importance made by the accommodation facility lead to a service of lower quality or cost, the Client is entitled to an appropriate reduction in price.

**7.** If the significant changes to the contract proposed by the accommodation facility imply a service of higher quality or cost in the same or another accommodation facility, the Client shall not be required to pay any additional fee.

#### Art. 5- CLIENT'S WITHDRAWAL

**1.** The cancellation of a booking, or withdrawal, must be notified exclusively by e-mail at annullamenti@clubdelsole.com, specifying the name of the campsite/village, Surname and Name of the holder and booking number. Withdrawal notified by phone is not valid for cancellation purposes.

**2.** In case of withdrawal by the Client, the accommodation facility may apply the following penalties:

I. For PAYMENT ON ARRIVAL

a) there are no penalties up to 24 hours before arrival. Subsequently, the penalty will be equal to 100% of the price. II. For PREPAYMENT AND SUBSEQUENT SETTLEMENT

a) The Customer is entitled to withdraw without the application of penalties:

i. up to 48 hours before arrival, for reservations from the time of opening until 9 April, between 5 and 29 May, and from 6 September until closure of the Village;

ii. up to 14 days before arrival in all establishments - not including Desenzano Lake Village and Tenuta Primero - for reservations from 10 April to 4 May, from 30 May to 4 July, and from 25 August to 5 September, while for reservations from 5 July to 24 August, withdrawal is free until 30 days before arrival;

iii. up to 7 days before arrival at Desenzano Lake Village and Tenuta Primero - for reservations from 10 April to 4 May, from 30 May to 4 July, and from 25 August to 5 September, while for reservations from 5 July to 24 August up to 14 days before arrival;

b) Without prejudice to the above, a penalty equal to 100% of the amount paid by the Customer or any lower amount required in relation to the specific offer may apply.

c) in case of withdrawal communicated on the date of arrival or of failure to arrive at the establishment, a penalty charge of 100% of the total amount of the reservation will be levied. In case of a no-show, if the guest fails to inform the establishment, the accommodation will be made available for sale at 12:00pm on the following day.

III. For PREPAID NON REFUNDABLE stays

a) The amount paid is non-refundable either in case of cancellation or in case of a no-show at the establishment. In case of a no-show, if the guest fails to inform the establishment, the accommodation will be made available for sale at 12:00pm on the following day.

**3.** In the event of inevitable and extraordinary circumstances occurring at destination or in its immediate vicinity and which have a substantial impact on the performance of the contract or transportation to the destination, the Client has the right to withdraw from the contract before beginning the stay without paying any penalty and shall be entitled to a full refund of payments made for the service, but shall not be entitled to additional compensation.

**4.** In the event that a refund is due, the refund will be issued via wire transfer within 30 business days from the time of acceptance of the reimbursement request.

#### Art. 6- WITHDRAWAL OF THE ACCOMMODATION FACILITY

**1.** The accommodation facility may withdraw from the contract and offer the Client a full refund of payments issued for the stay, but is not obligated to pay any additional compensation if it is unable to execute the contract due to inevitable and extraordinary circumstances, notifying withdrawal to the Client, without undue delay, before the start date of the stay.

#### Art. 7- EARLY DEPARTURE

**1.** In case of early departure, no refunds will be issued.

#### Art. 8- DELAYED ARRIVALS

**1.** In case of late arrivals that were not accepted by the accommodation facility, the Client shall be required to pay the full amount agreed at the time of booking.

#### **ART. 9- SPECIFIC TERMS AND CONDITIONS**

**1.** Special terms and conditions specified in the special offer shall prevail over these General Terms and Conditions.

## ART. 10- REGULATION OF THE ACCOMMODATION FACILITY

**1.** The Customer and his guests undertake to respect the Regulation of the accommodation facility published on the relative website, and in force from time to time, which the Customer expressly declares to know and accept without reservation.

**2.** The Customer undertakes to enforce the Regulation also for his guests and to make them aware of the obligations deriving from the aforesaid Regulation.

**3.** Failure to comply with even one of the provisions of the Regulation, as well as the general obligation to maintain a polite behavior that does not disturb the normal and polite coexistence with the other guests of the accommodation facility, may involve the removal of the Customer and the Customer's guests. In the above case, if the Client or his guests do not provide it themselves, the accommodation facility will proceed with the removal and / or eventual disposal of all the goods left in the facility without any further communication and with exemption from any liability for the accommodation facility.

## Art. 11- CLUB DEL SOLE GROUP ACCOMMODATION FACILITIES

**1.** The accommodation facilities of the Club del Sole Group and their managing companies are listed below.

• Adriano - Adriano Marina Gest S.r.l. a single member Company, with registered office in Ravenna (RA) Hamlet Punta Marina Terme, via dei Campeggi 7, Tax Code and VAT 02524820392. CIR: 039014-CP-00001. CIN: IT039014B1YL9X89X2.

• Adriatico – Società Gestione Campeggi S.r.l., with registered office in Ravenna (RA) Fraz. Marina di Ravenna, viale delle Nazioni n. 301, Tax Code and VAT 00721220390. CIR: 039007-CP-00003. CIN: IT039007B1DL8B2WW9.

• Bologna - Bologna Gest S.r.l. a single member Company, with registered office in Forlì (FC), via Biondini 27, Tax Code and VAT 04052500370. CIR: 037006-CP-00001. CIN: IT037006B1XE47F0CB.

• **Caldonazzo** – San Cristoforo L.t.d Single-member company – Company subject to the management and coordination of Camping Village Trentino L.t.d. / Fiscal code 80024540223 VAT number and Company Registration Number of Trento 00489130229 – REA number TN-76018 – Registered and business address: Via dei Pescatori,49 Loc. San Cristoforo al lago – 38057 Pergine Valsugana (TN). CIN: IT022139B1IELDR298. CIR: C00054.

• Due Laghi Levico – Camping Due Laghi L.t.d Single-member company – Company subject to the management and coordination of Camping Village Trentino L.t.d. / Fiscal code and Company Registration Number of Trento 00304370224 – Registered and business address: Località Costa, 3 – 38056 Levico Terme (TN). CIN: IT022104B1D2GKBS7V. CIR: C00020

• Desenzano - Desenzano Gest S.r.l. a single member Company, with registered office in Forlì (FC), via Biondini n. 27, Tax Code and VAT 04205800404. CIR: 017067-CIM-00330; 017067-CIM-00331; 017067-CAM-00001; 017067-VIT-00001. CIN: IT017067B4ULHGLSW4; IT017067B4R76MZF07; IT017067B10P4LSOKJ; IT017067B2NHC-NRH43.

• Jesolo - Jesolo Gest S.r.l. a single member Company, with registered office in Jesolo (VE), viale Oriente n. 144, Tax Code and VAT 04358500272. CIR: 027019-CAM-00006. CIN: IT027019B1XR2JGMXO.

• La Risacca - La Risacca S.r.l. a single member Company, with registered office in Porto S. Elpidio (FM), via Europa n. 100, Tax Code 04669570154 and VAT 01494540444. CIR: 109034-CAM-00001. CIN: IT109034B155IAJ9VQ.

• Le Mimose - Single member Company, with registered office in Porto Sant'Elpidio (FM), Via Faleria n. 15. Company subject to management and coordination by CDS HOLDING S.p.A., Tax Code and VAT 00233150440 - REA FM – 75886 – CIR: 109034-VIT-00001. CIN: IT109034B2ZMC5OY84.

• Marina - Adriano Marina Gest S.r.l. a single member Company, with registered office in Ravenna (RA) Fraz. Punta Marina Terme, via dei Campeggi 7, Tax Code and VAT 02524820392. CIR: 039014-CP-00003. CIN: IT039014B1UW5YIA4U.

• Marina Julia - Marina Julia Gest S.r.l. a single member Company, with registered office in Monfalcone (GO) Fraz. Marina Julia, via delle Giarrette n. 65, Tax Code and VAT 01174240315. CIR: 1529. CIN: IT031012B2HBQ4SE4Q.

• Marina Romea – Società Gestione Campeggi S.r.l., with registered office in Ravenna (RA) Fraz. Marina di Ravenna, viale delle Nazioni n. 301, Tax Code and VAT 00721220390. CIR: 039014-CP-00004. CIN: IT039014B1A7EN4SC9.

• Milano Marittima – Società Gestione Campeggi S.r.l., with registered office in Ravenna (RA) Fraz. Marina di Ravenna, viale delle Nazioni n. 301, Tax Code and VAT 00721220390. CIR: 039007-CP-00005. CIN: IT039007B1FGVJPRY3.

• **Pini** - Società Gestione Campeggi S.r.l., with registered office in Ravenna (RA) Fraz. Marina di Ravenna, viale delle Nazioni n. 301, Tax Code and VAT 00721220390. CIR: 039014-CP-00002. CIN: IT039014B18CFB05YP.

• Orbetello - Tirreno Gest S.r.l., with registered office in Forlì (FC), via Biondini n. 27, Tax Code and VAT 04205820402. CIR: 053018CAM0001. CIN: IT053018B1PF4RB3RT

• Rimini - Rimini Gest S.r.l. a single member Company, with registered office in Forlì (FC), via Biondini n. 27, Tax Code and VAT 04438810402. CIR: 099014-VI-00001. CIN: IT099014B2TJLSAI4J.

• **Rivaverde** - Società Gestione Campeggi S.r.l., with registered office in Ravenna (RA) Fraz. Marina di Ravenna, viale delle Nazioni n. 301, Tax Code and VAT 00721220390. CIR: 039014-CP-00005. CIN: IT039014B1GMJVI3MB.

• Romagna - Romagna Gest S.r.l. a single member Company, with registered office in Riccione (RN), via Torino n. 56, Tax Code and VAT 04302220407. CIR: 099013-VI-00001. CIN: IT099013B2X4CD78RY.

• **Riccione** - Riccione Gest S.r.l. a single member Company, with registered office in Riccione (RN) via Torino n. 80, Tax Code and VAT 04302200409. CIR: 099013-CP-00002. CIN: IT099013B1J4KNJLC3.

• Roseto degli Abruzzi - Eurcamping L.t.d Single-member company – Company subject to the management and coordination of CDS HOLDING P.L.C. / Fiscal code – VAT number and Company Registration Number of Romagna Forlì-Cesena and Rimini 00102670676 – Registered address: Via Biondini n. 27 – 47121 Forlì(FC) – Business address: Lungomare Trieste Sud, 90 – 64026 Roseto degli Abruzzi (TE). CIR: 067037CAM0007. CIN: IT067037B1EG23VGGZ.

• Spina - Spina Gest S.r.l., with registered office in Comacchio (FE), via del Campeggio n. 99, Tax Code and VAT 01949730384. CIR: 038006-VI-00003. CIN: IT038006B2JBDGSEH7.

• Stella del Mare - Castiglione Gest S.r.l. a single member Company, with registered office in Forlì (FC), via Biondini n. 27, Tax Code and VAT 04421030406. CIR: 053006CAM0008. CIN: IT053006B1YRLI06G6.

• Stork - Stork Gest S.r.l., with registered office in Forlì (FC), via Biondini n. 27, Tax Code and VAT 04205830401. CIR: 067037CVT0002. CIN: IT067037B3ACP8U6ZE.

• Tenuta Primero Grado - Tenuta Primero, S.R.L. a single member Company, with registered office in Grado (GO), Via Monfalcone n. 14, Tax Code and VAT 01267160313. CIR: 75760; 33480. CIN: IT031009B2XN8SEMT7; IT031009B7SFJM3QEG.

• Val di Fiemme – Fiemme Village L.t.d Single-member company – Company subject to the management and coordination of Camping Village Trentino L.t.d. / Fiscal code and Company Registration Number of Trento 02756500225 – REA number TN-247618 – Registered and business address: Via Cece, 16 – 38037 Bellamonte di Predazzo (TN). CIN: IT022147B1P35B5OU7. CIR: C00012.

• Viareggio - Viareggio Gest S.r.l., with registered office in Forlì (FC), via Biondini n. 27, Tax Code and VAT 04534800406. CIR: 046033CAM0011. CIN: IT046033B1QQARNKWC.

• Vigna sul Mar - Vigna Gest S.r.l., with registered office in Comacchio (FE) Fraz. Lido di Pomposa, via Capanno Garibaldi n. 20, Tax Code and VAT 01949760381. CIR: 038006-VI-00005. CIN: IT038006B2TIF94CM2.