



## **TERMS AND CONDITIONS**

The present Regulations must be read and agreed in every item before the payment by the Client of the deposit. From the moment of the payment of the above-mentioned deposit these Regulations are considered accepted.

### **1 RESERVATION**

The reservation is not transferable in part or wholly and constitutes a contract between the two parties.

Every communication concerning a reservation of stay must be carried into effect in writing (e-mail or fax) to be accepted.

Bookings of holiday accommodations are accepted from Saturday to Saturday.

The Management are entitled to assign the holiday accommodations and the pitches according to their discretion.

The booking becomes effective from the moment of the arrival of the bank transfer or the withdrawal from the Client's credit card of the deposit amount, which will be a 30% of the entire stay cost and will have to be paid within 7 days from the acceptance communicated by the Reception staff, otherwise the Client will lose the reservation.

It is recommended to carefully check the date of arrival and departure, personal details and every other information in the confirmation of reservation letter.

Every communication regarding the reservation, its confirmation and the deposit payment has to be written (fax or mail).

### **2 ORDER OF PAYMENT AND UTILISATION OF THE CREDIT CARD**

At the moment the Client commits to paying the deposit of the booking, he will have the possibility to choose if paying it by bank transfer or by credit card charge. In this second case, the Client is compelled to give in writing all the necessary details for the transaction, giving permission to the Reception staff to charge the deposit due. Possible commissions might be charged to the Client.

### **3 TAXES AND EXTRA CHARGES**

Every price shown on Baia Azzurra brochures and web site are inclusive of VAT, gas, water, electricity, day and night entertainment (except specific shows), miniclub, children's playground, swimming pool entrance and the use of its umbrellas and sun beds and car park. Bungalow and

apartment prices are also inclusive of furniture, fittings, kitchen equipment and outdoor furniture, bath and bed linen (provided for weekly stays). Tourist tax is not included. Beach service (one set = one beach umbrella and 2 sun beds) is optional, on Guest request and on payment of current charge, with certain exceptions. Its payment is in advance. Optional extra costs are charged on Guest request only. Every price is inclusive of VAT.

#### **4 PAYMENT**

The Reception staff will send a confirmation of reservation at the moment of the deposit payment registration. The settlement, the obligatory extra costs and those optional requested will be paid on arrival, at the check-in, by cash or by credit card (Visa, Mastercard, Maestro). The extra costs not foreseen but benefited during the stay will be paid the departure day by cash or by credit card.

Cheques are not accepted.

#### **5 ARRIVAL / DEPARTURE**

The check-in is carried into between 8am and 8pm. We hand over holiday accommodation key from 4pm. You can drive to the assigned pitch from 12pm (excepted from 1 to 4pm, see n.9). All guests are entitled to use the facilities of the campsite after registration. Every Guest who is host in the resort will be requested to produce a valid passport or ID.

The accommodation key will have to be returned the departure day within 10am to the staff in charge, who will check the accommodation, after that the Reception staff will give the guarantee back (see clause 6 below).

Pitches must be vacated the departure day within 12am, after that time the daily tariff will be charged, both pitch and its occupants.

Departure during the Reception closing time must be previously accorded with the Reception staff.

#### **6 GUARANTEE**

For each holiday accommodation a deposit of € 200,00 cash is requested as guarantee, so to guarantee a prompt compensation for damages to the holiday accommodation, even accidental (structural , to the furniture, fittings and equipment). The above-mentioned guarantee is inclusive of the supply of one chip needed for all the Baia Azzurra accesses, both pedestrians and for cars, and of one key for entry to the accommodation, and it will be given back the departure day after the check made by the staff in charge and the chip and key return.

For the granting of any extra chip or key a deposit of € 20,00 cash is requested as guarantee, which will be given back at its return to the Reception staff.

Client authorizes Management to withhold the whole amount or part of it in case of loss or damages to chip, keys, furniture, kitchen and tableware.

#### **7 QUIET TIME**

Any kind of activity which causes noises during the afternoon (2-4pm) and night (0-8am) quiet time is forbidden.

## **8 DAILY GUESTS**

Guests for free can be admitted up to 2 hours during reception opening time, but it is forbidden for them to enter the swimming pools and use their beach umbrella and sun beds.

Daily guests can be admitted, for daily stays until 9.30pm, after payment in advance of the current tariff, leaving their personal passport or ID copy as guarantee. Visitors over the receptive capacity of the camp will not be accepted and also when there is not safe conditions to allow them entry, in the opinion of the Management.

Every one who wishes to receive guests must communicate it to the Reception staff so to program their influx. Guests must be received at the entrance. In case of unexpected guests, the Reception staff, in conformity with the Italian law on Privacy, is not able to give any kind of information regarding camp guests and their identity. There is no guarantee that guests visitors will be permitted entry by the Management. Daily Guests must strictly observe the present 'Terms and conditions'.

## **9 CARS AND MOTORBIKES**

In high season cars and motorbikes are admitted inside the camp only to unload luggage on arrival and to load it at the departure. Their use is forbidden during the afternoon (1-4pm) and night (0-8am) quiet time, unless in an emergency with consent from the Management. During the stay cars and motorbikes must be parked in the private parking, where the access is controlled but not guarded. Guests declare to be aware that the private parking has no protection or custody whatsoever and explicitly relieve the Management of Baia Azzurra for thefts (both vehicle and its contents, vandal acts, environmental damages, natural calamity and does not accept any responsibility whatsoever for any personal belongings including motor vehicle. Upon Baia Azzurra Management unquestionable opinion, it might be permitted to park Guest cars on pitches or by bungalows and apartments in certain periods.

## **10 ENVIRONMENT PROTECTION**

Baia Azzurra Camping Village pursues an accurate respect and protection environment policy, both of the camp and its surrounding.

In order to assure it, we ask our Guests to respect the following basic rules.

### Soil protection:

- It is forbidden: any kind of servicing on one's means of transport (ex. oil or filter change) in the resort and in the parking lot, washing one's means of transport with drinkable water, the use of noxious detergent.
- It is forbidden to introduce into the resort and parking lot chemical products, which may be noxious and toxic for people and environment

### Environment respect

- It is forbidden to take away entire or part of plants from the 'macchia mediterranea', from the pinewood and from the gardens
- Please it is mandatory the use of biological disinfectants in respect of the environment.

- It is forbidden to change the soil condition (ex. holes, pits and ditches digging)
- It is forbidden to light fires on the ground and on the beach

### Rubbish management

- It is forbidden to leave rubbish on the ground (also organic waste from pets)
- Cigarette ends must be placed in the proper containers around the resort
- Rubbish must be placed in the suitable containers, gathering and distinguish it (paper and cardboard, tins, glass)

## **11 DURING THE STAY**

Minors are not accepted without the supervision of at least one adult.

Smoking inside holiday accommodations is strictly prohibited, all cigarettes must be fully extinguished and disposed of.

Anyone found in the estate of Baia Azzurra without the identification bracelet given on arrival will be asked to leave the property, after paying the amount on the current price list.

The minimum amount paid on arrival will be that written on the accepted reservation of your stay.

Pitch Guests must use parsimoniously the little fountains with drinkable water, picking it up with proper bottles. It is absolutely forbidden to wash up, wash any kind of food and any other item, for such purposes there are proper places.

It is not allowed to fence the reserved space, cover it with shading sheets, windbreaks, any sort of cloth, even temporary, put up cloth lines and hang up clothes in front of the main paths, light fires in open spaces, put up cords or hammocks between 2 trees, dig holes or ditches around tents. It is forbidden to have more than one gas cylinder over 5kg.

The columns with sockets provide 3 Ampere electricity (for example: a lamp, a television and a fridge at the same time), it is therefore forbidden to use electric supplies with a higher input, such as stoves, irons, fans, hairdryers and so on. Any abuse can produce shorter or longer interruption of electricity supply, and any one responsible will have to pay compensation for damages.

It is forbidden to cross other people's pitches, both by foot and with any kind of vehicles.

It is forbidden to introduce bicycles inside the toilet areas and swimming pool and entertainment areas.

Adults are responsible for their children and minor's behaviour, also if they are in care of them or under their temporary supervision, whose liveliness, education and needs can not damage the public peace, the safety and the hygiene of any other Guest. Furthermore, the youngest children must always be escorted by adults to the public toilets and be looked after during bathing in the sea and swimming pool and while using the playground and amusement equipment. Guests are aware to commit themselves to paying compensation for damages caused by minors to property or third parties.

In swimming pools it is forbidden for guests to perform diving, playing with balls, carrying into water inflatable games, running amongst umbrellas and sun beds. The lifeguard is not responsible for

children's behaviour, both in the swimming pool and on the beach. All parents are responsible for their children's behaviour safety and welfare.

In low season some facilities might be reduced or not available.

## **12 PETS**

The Management strictly forbids pets in the holiday accommodations, swimming pool, entertainment area and children's playground with the exception of guide dogs where agreed and permitted by the Management.

In the area reserved for camping it is allowed to have pets, in a limited number and on payment of a daily tariff, on condition that: Guests who intend to bring their pets to the camp must communicate it on the reservation request; dogs must always be kept on a leash; they must not be left alone and unguarded or left under minor's supervision; their owners must always follow the national hygienic and sanitary rules in force for the respect, cleanliness and decorum of the Baia Azzurra. Guests are solely responsible for the welfare of their pets and the welfare of other Guests that come in contact with their pets. Any pet causing serious concern for other Guests will be requested to be removed from the campsite. Guests are aware to commit themselves to paying compensation for damages caused by pets to the property or third parties, to items or to persons, caused by pets behaviour.

## **13 CANCELLATION AND MODIFICATION POLICY**

Every reservation cancellation must be communicated in writing. Oral communications are not accepted.

In case of cancellation of a reservation, the deposit will be given back by the following terms (item 1385 Italian Civil Code):

80% of the deposit if the notice is given 60 days before the expected arrival;

50% of the deposit if the notice is given 30 days before the expected arrival;

none if the notice is given less than 30 days before the expected arrival.

The above-mentioned cancellation policy is valid both for holiday accommodations and pitches.

In case the Guest does not give communication of the will of cancellation, arrives one or more days later than the expected arrival or leaves earlier than the expected departure, he is compelled to pay the entire amount of his confirmed reservation.

In case of a late unexpected arrival, the holiday accommodation or the pitch will be available until 12am of the expected arrival day, after such time the Guest will be considered to have cancelled, save written communication, losing the entire paid deposit and his right to stay in the reserved holiday accommodation or pitch.

In case of unexpected flight delay, traffic jam, breakdown, the Management requests a telephone notification of the expected time of the arrival so to provide registration and guidance to their accommodation and notification of such delay.

To modify a confirmed reservation, the Guest must give written communication within 30 days before arrival date of that reservation: Management assesses the feasibility of the request, in the case of

acceptance arranges the modification and takes the necessary measures. Modification requests prior to arrival are assessed by Management, its decision is final.

#### **14 COMPLAINTS**

Any kind of complaints will have to be communicated to the Reception staff, who will provide a complaint form and do its best to find remedy for the unexpected disadvantages.

#### **15 RESPONSIBILITIES**

Management and staff are not responsible whatsoever for thefts, loss, acts of vandalism which may occur inside Baia Azzurra property, for damages for temporary lack of gas, electricity, water supplies or technical failures on systems, for accidents caused by natural elements, such as wind, rain, hail and similar, by falls of branches, pinecones or any other vegetable parts during or not atmospheric events, for accidents caused by presence of wild animals, by guests and their equipment or vehicles. Baia Azzurra Management considers Guest responsible for damages caused by them to goods and objects inside Baia Azzurra property.

#### **16 CONTRACT BREAKDOWN BY THE BAI AZZURRA**

The Baia Azzurra Management is entitled to break the contract (reservation) in a unilateral way in the case the Guest will disturb the public peace reigning in the host camp or for serious lack of respect to the Management staff or any other Guest. The Management reserves the right to exclude or remove any person who is causing / has caused unsociable behaviour. In cases of unilateral breakdown of the contract no repayment of any of the holiday reservation will be made to the Guest for the entire amount of the reservation; in case of arrival without reservation, of the payment of the entire amount benefitted until that moment.

Guest is aware that this clause completes a decisive condition of the contract for its serious non-fulfilment and declare to explicitly accept it, each part of the contract acknowledges that this clause has been negotiated in advance on the grounds of a specific stipulation since do not determine an imbalance of mutual contractual position.

#### **17 NOTES**

Any modification regarding the credit card data, its expiry date, address variation or any other problem concerning its security must be promptly communicated in writing to the Reception staff.

#### **18 PRIVACY**

Any information concerning the Guest will be used only by the Baia Azzurra staff with the sole purpose to communicate with the Guest. It is forbidden that any Guest data be divulgated to anyone who is not an employee of the Baia Azzurra. The staff has the obligation to follow the items of the Italian Order in Council N. 196/2003.

#### **19 PLACE OF JURISDICTION**

For any controversy originated from the contract settled between Guest and Baia Azzurra, the place of Jurisdiction is Grosseto, and this notwithstanding the provision art. 33 comma 1, 2 lett.u), each part

acknowledges that this clause has been negotiated in advance on the grounds of a specific stipulation since do not determine an imbalance of mutual contractual position.