

BARRICATA HOLIDAY VILLAGE GENERAL CONDITIONS OF SERVICE

These GENERAL CONDITIONS OF SERVICE, together with the INTERNAL REGULATIONS, govern relations between Barricata Holiday Village (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.villaggiobarricata.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 20% 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).
 - Cheques and postal orders 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 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 1.2 above has been credited, the Resort will send the Guest a message to confirm the booking. 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 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**").

2. The person who books the stay is also in charge of informing the other Crew members about these Conditions of Service, the Internal Regulations and, if pertinent, the Dogs Regulation. The regulation acceptance is not only personal, but on behalf of the whole Crew. The Guest is also in charge of the payment of the whole amount and responsible for any Conditions' violation.
- NON-REFUNDABLE RATE

- 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 With express exception 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 **The payment of the full amount — excluding tourist tax and any additional services as mentioned in clause 4.2 below — must be paid by the Guest online by credit card in the restricted website area, at least 7 days before the 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 only after settling the payment of the outstanding amount at the Reception.
- 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 receipt is issued and must be paid **while Checking-In via payment terminal or CREDIT CARD. A cash payment will be not 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 and/or pay the Resorts in case of any shortcomings and/or damages that might occur in and around the accommodation unit, as well as any additional services required. The Guest acknowledges and accepts that at the check-in, the Guest shall i) sign the “General Conditions of Service”, which constitutes an integral part of the present General Conditions of Service; furthermore, the Guest shall ii) provide a valid credit card on which the Resorts shall charge any expenses related to: a) installments concerning the stay in the Resorts, taxes and other expenses in accordance with the law, b) partial loss, damages, theft, defects, c) payment for additional services provided to the Guest and/or the Crew which will be ascertained after their departure.

4. SERVICES INCLUDED AND EXCLUDED

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

BARRICATA HOLIDAY VILLAGE
<ul style="list-style-type: none"> • ACCOMODATION (maximum capacity depending on the accommodation type) • CLIMACARD (air conditioning) 50 hours included. Air conditioned is NOT available for Lodge tents and Lodge Tent Deluxe • 1 CAR PARKING SPACE (2 in Saturno XXL and Super Miami) • BED LINEN KIT (1 CHANGE PER WEEK INCLUDED ON REQUEST FOR min. 14 nights stay) • WI-FI IN COMMON AREAS • WATERPARK - 3 POOLS - WITH WATER SLIDES, NEW SPRAY PARK, SUNBEDS AND BEACH UMBRELLAS • 2 JACUZZI • PUBLIC BEACH NOT EQUIPPED ALSO ACCESIBILE TO DOGS • DAYTIME AND EVENING ENTERTAINMENT, MINI CLUB AND JUNIOR CLUB • TENNIS COURSES, ARCHERY, FITNESS, DANCING, SPORTS TOURNAMENTS, FOOTBALL COURT, VOLLEYBALL COURT, BEACH VOLLEYBALL COURT AND GYM • INFLATABLES • DOG AREA • BABY KIT: COT, SIDE RAILS, HIGHCHAIR AND CHILD SAFETY GATE FOR TERRACE (subject to availability) • ELECTRIC CAR CHARGING

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

BARRICATA HOLIDAY VILLAGE
<ul style="list-style-type: none"> • TOURIST TAX • BATHING TOWELS KIT • FRESH BED LINEN • MANDATORY FINAL CLEANING GLAMPING (Lodge Tent, Lodge Deluxe, Safari Deluxe, Safari Loft, Boutique) excluding kitchenette, dishes, waste disposal. See 8.2 section* • MANDATORY FINAL CLEANING L (Giove XXL, Saturno XXL, Super Miami) excluding kitchenette, dishes, waste disposal. See 8.2 section* • MANDATORY FINAL CLEANING S (Corfù Small, Bellagio Small, Bellagio Large, Miami) excluding kitchenette, dishes, waste disposal. See 8.2 section* • BEACH SERVICE and DOG BEACH • ADDITIONAL CLIMACARD RECHARGE (not provided in Lodge Village) • BOOKING FEE (not applicable to online bookings on the website www.villaggiobarricata.com) • PET (MAX 2) • HALF BOARD AND FULL BOARD TO BUY AT THE RESTAURANT ON SITE • PADEL COURT RENTAL • TENNIS COURT RENTAL • PRIVATE TENNIS LESSONS • PRIVATE PADEL LESSONS • LUNA PARK • SAFETY DEPOSIT BOX • EXCURSIONS, HORSE RIDING, DIVING AND SAILING SCHOOL • ANY ITEMS NOT EXPRESSLY INDICATED in clause 4.1.

BARRICATA HOLIDAY VILLAGE	FARE
TOURIST TAX (per night/per person except children 12 years old (maximum 15 day 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 (see not included services chart)	€ 60,00
FINAL CLEANING S (see not included services chart)	€ 40,00
FINAL CLEANING GLAMPING (see not included services chart)	€ 45,00
ADDITIONAL CLIMACARD RECHARGE	€ 10,00
BOOKING 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
SAFE DEPOSIT	€ 1,00 per day

4.3 The tourist tax and charges for any additional services provided must be paid by the Guest by the end of the day before departure, at the Reception Office or at the Guest Relation Office. (if not to be paid directly).

5. CANCELLATION OF BOOKING – LATE ARRIVAL/EARLY DEPARTURE

5.1 Cancellation terms:

- a. Refundable deposit minus €60 administration fee:
 - Cancellation with refundable deposit up to 3 days before arrival: for stays from the opening until 17/05, from 01/06 to 07/06 and from 07/09 until the closing.
 - Cancellation with refundable deposit up to 7 days before arrival: for stays in between 18/05-31/05, 08/06-14/06 and 31/08-06/09.
 - Cancellation with refundable deposit up to 14 days from arrival: for stays in between 15/06-02/08 and 24/08-30/08
 - Cancellation with refundable deposit up to 21 days from arrival: for stays in between 03/08- 23/08

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 sent in writing to the e-mail booking@villaggiobarricata.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 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 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 when 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 As explained in clause 3.2 above, the following documents are required during the check-in procedure: ID for each member of the Crew, booking confirmation, license plate number of the vehicle used to access the Resort, a photocopy of the dog passport/pet health ID card (mandatory), credit card (“Check-In”).

6.3 Check-in at Reception is available from 10.30. At the moment of Check-In, the Resort will issue the Guest and each member of the Crew a bracelet; this bracelet enables the wearer to gain access to the Resort.

6.4 The keys to the accommodation unit are handed to the occupant on the afternoon of arrival, from 04:30 p.m. onwards and from 06:00 p.m. on Saturday/Sunday. The guest who has regularly checked in is allowed to enter the Village pending the delivery of the keys to the house.

6.5 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. 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 is required to check in with the booking owner and pay the tourist tax according to the terms set out in point 4.3.

7.2 It is expressly forbidden for additional people to access and stay overnight at the Resort outnumbering the accommodation’s capacity. 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 The Guest and the Crew must check out no later than 10.00 a.m. on the day of departure ("**Check Out**"). Immediately after 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, set up the fridge with the defrosting mode on, 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 duly notified by e-mail. The management has the right to charge the guest for any damages and shortcomings found as quantified in the specific information received at check-in.
- 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 cannot guarantee any preferences of the position sector, of numeration and of proximity requested by the Guest at the time of booking the holiday. Based on the availability at the check-in, the Resort will try to do everything in order to satisfy your request.
- 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

- 10.1 Maximum 2 pets (35 kilos max) are allowed into each accommodation. (Pets are not allowed in SAFARI DELUXE, SAFARI LOFT AND BOUTIQUE).
- 10.2 The intention of bringing dogs to the Resort must be stated by the Guest when booking the holiday.
- 10.3 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 the village, with the exception of the swimming pool area and the supermarket.
Dog Beach is the area of the Barricata Village's beach dedicated to guests with dogs, where it is possible to swim in the sea.
- 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

- 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 satisfy the request.
- 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 the 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 Barricata Holiday Village;
- c) the Resort has its registered office at Galleria Brancaleon 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.villaggiobarricata.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 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, 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); 8.1 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).