

**INTRODUCTION**

"Customer" is the physical or juridical person who, as a guest, makes a contract for a holiday and/or a "buying and selling" contract concerning a holiday package.

Baia Holiday identifies the company C.V.M.I. srl located in Piazza Vittorio Emanuele II, 31 - Salò - Italy, VAT/Fiscal Code 01406260933, as an intermediary that manages booking requests and stipulates contracts for tourist stays in facilities managed by the Baia Silvella Group and its partners.

"Tourist accommodation" is the society who manages the Baia Silvella Group resorts.

**1. CONTRACT AND BOOKING**

The travel contract consists of: the booking conditions, the description of the services contained in the booking proposal sent by Baia Holiday and what is indicated on the catalog and / or website of the chosen structure.

Reservations can be sent to our address by TELEPHONE, post, fax or e-mail or completed directly from the Baia Holiday website <https://booking.baiaholiday.com> through an on-line booking system. Reservations are exclusively accepted for groups from a minimum of 1 to a maximum of 6 persons, of which at least 1 adult. Reservations are personal and exclusively valid for the persons whose personal data are indicated in the booking contract.

On receiving the booking request, Baia Holiday will send the customer a "service quote/holiday package" which specifies: the chosen tourist accommodation, the accommodation unit and/or room or apartment, the arrival and departure dates, the amount outstanding at the time of the request, the deposit paying procedure (amount and expiration date) and the balance payment conditions. The quote must be fully verified, confirmed and signed by the customer, and returned by fax, mail or post.

Any requests for services related to accommodation such as (maritime and / or naval transport), will be managed by Baia Holiday providing the customer with the booking class / rate defined by the shipping / shipping company and may be subject, for the individual transport service, booking conditions defined by the shipping / shipping company itself. If accepted by the customer, the unbundled services will not be configured as a negotiating case of travel organization or tourist package. Baia Holiday makes itself available, if necessary, to release to the customer all the documents relating to the unbundled service purchased (eg booking / cancellation conditions).

By confirming the booking and/or by the payment of the deposit/balance, the booking contract is to be considered binding. Baia Holiday considers the booking as confirmed only after having received the full deposit and/or balance.

The customer's requests about a pitch or a living unit special location will be considered mere preferences and will have no contractual value or absolute assurance, since pitches/living units will be allotted on site and at the Management sole discretion.

**2. PRICE**

The price of the services requested by the customer is determined at the time of the booking request (dynamic prices) and is reported in the estimate, with reference to what is indicated in the catalog / price list (where present), in out-of-catalog proposals and / or on the website [www.baiaholiday.it](http://www.baiaholiday.it) (dynamic prices).

The quote for tourist stays combined with transport (naval / maritime), and / or the quote for the single transport service, is a result of a booking class / rate defined by the shipping company. Therefore, they may be subject to increases if, at the time of booking confirmation, availability in the fare class is sold out.

**3. PAYMENT CONDITIONS**

If the customer decides to make/confirm the booking, he must proceed to the payment of the deposit within the terms shown in the quote and according to the following procedure:

- payment of the 25% of the total amount (as shown in the quote) + booking fee + travelling costs, and balance within no later than 15 days before the date of arrival at the tourist accommodation.

For reservations made in the 15 days preceding the arrival date, the full payment (100% of the total amount) must be done on the same day of the booking confirmation. Payment conditions related to special offers, early booking etc. could be subject to specific payment terms and conditions different from those above mentioned.

Payments may be made by bank transfer, credit card (by virtual POS in our web site, e-commerce applications or Mo.To); In order to protect the credit card data during the whole procedure, Baia Holiday makes use of S.S.L. technology. Accepted credit cards: Visa, Mastercard and Maestro. In case of refunds in favor of the customer, these are made in the same way as the initial transaction.

By confirming the booking and/or by the payment of the deposit/balance, the booking contract is to be considered binding.

Should the customer cancel the reservation, partially or in full, or decide to make changes, except for what provided at point 6, the entire remaining amount must be paid.

**NOTE:** non-observance of the terms of payment, as above mentioned, shall constitute a rescinding clause that would result in the legal termination of the contract by the intermediary agency and/or the organizer, except for the compensation for further damages suffered by the organization. Any failure to comply with the terms of the payment, will result in the loss of the economic conditions and all the related benefits. If the accommodation facility detects a difference in rate resulting from incorrect communication during the booking phase, the payment of the balance of the reservation must be paid directly to the accommodation facility upon arrival.

**4. SERVICE/HOLIDAY PACKAGE SUPPLYING**

On arrival, the customer must contact the reception of the tourist accommodation with the confirmation voucher. Arrival and departure time as well as the availability of the accommodation and/or the pitch and/or the room and/or the booked apartment. Should the customer not arrive at the tourist accommodation before 12.00 a.m. of the day following the expected arrival date, without giving any notice, the management reserves the right to cancel the reservation and offer the vacant accommodation to others.

Should the customer not vacate the housing units, pitches, rooms and apartments within the allowed time, the structure will charge the customer with an extra day cost, according to its official price list.

For services related to accommodation, please refer to the providers' conditions of the single service that Baia Holiday undertakes to make available to the customer in case of need.

**5. BOOKING CHANGING AND CONTRACT RECEDING**

Changes in terms of personal data, number of participants, or extra services than those specified in the contract at the time of the booking confirmation are not allowed, unless they are communicated to the booking center within 15 days prior to arrival.

Requests for change of date and / or change of accommodation are also allowed if communicated within 30 days from the expected arrival date. Baia Holiday has the right to confirm or not, after checking availability, the date changes and structure changes requested. If these requests involve an increase in the amount due, this amount will be considered the new amount to be paid by the customer. No refunds or coupons / vouchers will be made for changes in bookings that reduce the amount originally foreseen.

Changes / Cancellations of reservations involving means of transport (liner and ship passages) are subject to the confirmation / penalties provided by the single carrier (for the part pertaining to the shipping charge).

In any case, the customer who requests a change from the booking already confirmed will be charged, in addition to any costs resulting from the change, also a flat rate of € 25 per single request.

**6. WITHDRAWAL FROM THE CONTRACT**

The request for cancellation of confirmed reservations (in the state of deposit or balance already paid), must be presented by the customer in writing or through a specific online procedure. The cancellation of reservations by the customer for the entire or partial stay, delayed departure or early return is subject to a 100% penalty and therefore non-refundable.

Cancellations of reservations involving means of transport (air flights, sea transport) are subject to the penalties provided for by the single carrier (for the part concerning the transport fee).

**7. PETS**

Medium size dogs are allowed in all the Baia Holiday Camping Villages, only under request and in specific accommodations of the Village sector and in pitches of a reserved area of the Camping sector. Pets must be tagged by microchip and, on arrival, the dog owner must show a vaccination and good health certificate (UE passport); should the certificate not be shown, the Management has the right not to accept dogs inside the of the own tourist accommodation. The final cleaning of the living units occupied by customers with a dog must be exclusively carried out by the tourist accommodation staff, with a mandatory extra charge. Prices and conditions for each specific sector are shown in the official price list.

**8. TAXES**

Some Italian municipalities apply a local visitors' tax. Customers must pay the due amount when booking or on site at the tourist accommodation cash office (even if the visitors' tax has been fixed afterwards the reservation). Prices in the official price list include VAT. Should the aliquot undergo changes with respect to the rate applied at the time of booking confirmation, the lacking amount must be paid by the customer on arrival, at the resort cash office.



### 9. CHANGING AND RECEDING BY BAIA HOLIDAY

Non-observance of the terms of payment or if the amount is not credited within the payment deadline shown in the reservation, Baia Holiday has the right to cancel the reservation and recede from the contract, without any delay and without any compensation for possible damages or penalties. Baia Holiday has the right to recede from the contract for good reasons (including the possibility that the service supplying becomes extremely onerous in consequence of extraordinary and unforeseeable events), causes beyond control and/or accidental case. In that case Baia Holiday will inform the customer well in advance.

### 10. SAFE GUARANTEE WARRANTY (INSURANCE POLICY)

In the contracts relating to the tourist stay which have included the SAFE TRAVEL GUARANTEE service, the customer can request the reimbursement of the penalties for withdrawal from the contract (Article 6) for the foreseen cases and with the application of the deductibles as indicated in the annex of policy, downloadable from the link: [www.baiaholiday.com/garanzia-annullamento-vacanze.html](http://www.baiaholiday.com/garanzia-annullamento-vacanze.html)

The policy will be valid and effective for all customers who have made the payment of the deposit or the balance of the booking within the terms established in point 3.

As an alternative to the coverage offered by Baia Holiday, the customer is entitled to take out his own insurance policy.

### 11. BAIA HOLIDAY COUPON / VOUCHER

For customers who have included the Travel Safe (Basic or Premium) insurance policy in the contract concerning the tourist stay at a structure of the Baia Holiday group, Baia Holiday is available to cover, exclusively through the generation of coupons / name vouchers, the penalties for withdrawal from the contract for cases not provided for and / or covered by the insurance policy itself.

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The coupon / voucher issued by Baia Holiday can be used for a new booking on any Baia Holiday structures until 31 December of the following year of the coupon / voucher's release. The value of the voucher is calculated by applying the same conditions provided for by the insurance policy purchased when booking by the customer, in particular for: ceiling and charges to be paid by the customer not covered (booking costs, policy cost, etc.). The optional services and / or related to the tourist stay are therefore excluded from the Baia Holiday coupon / voucher, (for example, ferries, flights, transfers, excursions, etc.), for which the cancellation policies of the individual suppliers will apply.

The issue of the coupon / voucher will also be subject to the application of the following deductibles:

DAY OF CANCELLATION	DEDUCTIBLE
Up to 30 days before the arrival date	<b>10%</b> (With a minimum of € 70)
From 29 to 15 days before the arrival date	<b>50%</b> (With a minimum of € 70)
From 14 days before the arrival date	<b>100%</b> (no coupon / voucher can be issued)

Calendar days are considered, starting from the day following the date of dispatch, excluding the expected arrival day at the facility.

THE REFERENCE CEILING IS THAT PROVIDED BY THE INSURANCE POLICY INCLUDED IN THE CONTRACT (BASIC OR PREMIUM).

The voucher use is can not be fractional and the new reservation amount must be equal to or greater than the value of the voucher. No refund is required in case of partial use of the voucher and / or for cancellations beyond the above mentioned term. No voucher is provided for specific types of units such as Sunlodge and Mobile Home I.

### 12. LAWS

The purchase and sale of goods and services by electronic means is governed by Article 18 of Dec. leg. 114/98 and subsequent amendments, as well as by Law No. 27 of 24/04/2020 Tourism Code. The contract of sale between the Customer and Baia Holiday will be governed and interpreted in accordance with Italian law. For what is not expressly provided for by these conditions, reference is made to the rules set out in the Civil Code and the relevant laws/customs.

### 13. GENERAL PROVISIONS

Accepting the reservation, the customer also accepts the Baia Holiday booking conditions, the current price list and agrees to scrupulously comply the chosen Tourist accomodation rules and regulation. Baia Holiday will be entitled to solve the booking contract if the subscriber, his family or his guests, does not follow the rules.

Pictures used to describe products and services are indicative and could not show the tourist accomodation faithfully .

Any extra promotion (special offers, last minute, etc...) which will be made after the date of publication of the price list are due to new agreements with the service suppliers and have no retroactive validity, being subject to availability.

### 14. CUSTOMER SERVICE

For any information regarding reservations or stay/holiday packages, customers can contact the Baia Holiday booking center operators at the following numbers:

Italia: Tel +39 0365 520 682 - Fax +39 0365 520 690 - [info@baiaholiday.it](mailto:info@baiaholiday.it)

Germania: Tel +49 (0)89 548 816 77 - Fax +49 (0)89 548 816 75

[info@baiaholiday.de](mailto:info@baiaholiday.de)

Authorization of the Brescia Province n, No. 619 of 09/03/2005.

Insurance policy RC n, No. 410850071 stipulated with Trieste Sant'Antonio.

### 15. DISPUTES AND PLACE OF JURISDICTION

In the event of disputes or disputes relating to the contract of stay stipulated and / or interpretations of the individual clauses of these booking conditions, reference will be made only to the text written in Italian.

In the event of disputes arising between the parties, the Court of the Court of Brescia (Italy) is competent to hear the cause.