

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" is the tour operator who manages the reservation and stipulates contracts for holidays in one of the Baia Silvestra Group resorts. "tourist accommodation" is the society who manages the Baia Silvestra Group resorts.

1. CONTRACT AND BOOKING

Reservations can be sent to our address by post, fax or e-mail or completed directly by the on line booking system in our web site. Reservations are exclusively accepted for groups from a minimum of 1 to a maximum of 6 persons. 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 exact amount of the whole stay, 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.

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.

Special offers are subject to precise and particular terms and conditions, as shown in the specific sections of the price list. Prices for the ferry tickets are quoted by the shipping companies; consequently the price of a holiday package which includes a ferry ticket could be higher if, when confirming the booking, there were no more availability of the previously chosen fare class.

2. 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 about the 25% of the total amount + booking fee, as shown in the quote, and balance within no later than 15 days before the date of arrival at the tourist accommodation.

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.

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. 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 4, the entire remaining amount must be paid.

WARNING: 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. Should the tourist accommodation notice a price difference due to a wrong communication during the booking procedure, the lacking amount must be paid by the customer on arrival, at the resort cash office. Payment conditions related to special offers, early booking etc. could be subject to specific payment terms and conditions different from those above mentioned.

3. 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 tourist accommodation will charge the customer with an extra day cost, according to its official price list.

Each tourist accommodation charges a compulsory extra cost for the living units final cleaning; price and conditions are shown in the official price list.

4. 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. All the housing units, pitches, rooms and apartments are therefore available only to the people listed on the travel documents. It is at the Management of the tourist accommodation sole discretion not to assign the living unit in case this rule were not followed.

Any request of cancellation of the confirmed booking (with the deposit or balance already paid), should be made in writing or through the specific online procedure:

In case of cancellation of full / partial reservations of the stay, late departure or early check-in is subject to a penalty of 100%.

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

In case of cancellation the penalties for the termination of the contract may be covered by insurance coverage if they comply with the provisions of Art. 8. It is the faculty of the client to enter into an own insurance policy as an alternative to the one offered by the Baia Holiday Company.

5. 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.

6. 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 vary and be higher, the lacking amount must be paid by the customer on arrival, at the resort cash office.

7. 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.

8. SAFE GUARANTEE WARRANTY (INSURANCE POLICY)

In case of contracts concerning holidays of at least 7 nights and higher than or equal to 250 Euros, the customer has a free insurance policy which covers the cancellation penalty. For further details please refer to the section available at www.baiaholiday.com

The insurance policy will be valid and operating for all the customers who have made the deposit or balance of the reservation within the terms shown at point 2.

Reservations booked with Special offers and promotions made after Price list publication are Excluded from free Insurance. Details and Conditions will be defined!

For reasons not covered by the insurance policy and only for cancellation of the entire stay, however, it is expected a voucher for a new reservation in a facility of the Baia Holiday circuit. The value of the voucher is calculated on the amount paid net of booking fees, fee management costs, costs incurred by means of transport, other amounts not related to the stay

Cancellation Day	Voucher Amount
up to 30 days before the arrival date	100%
from 29 to 15 days before the arrival date	50%
under 14 before the arrival date	no vouchers

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, Clever and Mobile Home I present in the accommodation facilities.

9. LAW MATTERS

For everything not expressly provided by the present conditions, we refer to the Civil Code rules and to law/customs of this matter.

10. 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 accommodation 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 accommodation 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.

11. CUSTOMER SERVICE

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

Italian: Tel +39 0365 520 682 - Fax +39 0365 520 690 - info@baiaholiday.it

Deutschland: Tel +49 (0)89 548 816 77 - Fax +49 (0)89 548 816 75 - info@baiaholiday.de

Österreich: Tel +43 424 22061010 - info@baiaholiday.at