

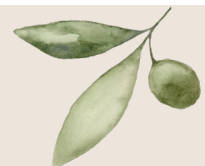


Holiday Resort Balzi Rossi

Terms & Conditions.

These holiday resort terms and conditions, including any revised holiday resort terms and conditions that holiday resort may amend from time to time (“Terms and Conditions”), state the Terms and Conditions under which The Holiday Resort Balzi Rossi (“the Holiday Resort”) will provide accommodation to you (“you”). Please read these Terms and Conditions carefully. Unless the context otherwise requires, any capitalised terms used in these Terms and Conditions shall have the following meanings:

1. “Booking” means a Direct Booking and/or a Third-party Booking;
2. “Card” has the meaning given to it in clause 2.1;
3. “Charges” has the meaning given to it in clause 3.5;
4. “Direct Booking” has the meaning given to it in clause 1.8;
5. “Force Majeure” means an unforeseeable, unavoidable event beyond a party’s reasonable control, including fire, storm, earthquake, tsunami, flood, hurricane or other act of God, explosion, casualty, strike, unavoidable accident, riot, insurrection, civil disturbance, act of public enemy, act of terrorism, embargo, war, inability to obtain labour, materials or supplies, economic downturn, social or political factors, any outbreak of disease, epidemics, quarantine restrictions, public health restrictions, any governmental regulation, disruption to local, national or international transport services, restriction or prohibition or any other similar cause;
6. “guests” means registered in-house guests;
7. “OTA” means online travel agents;
8. “Payment Information” means in relation to a Card, the cardholder’s information and the billing details;
9. “Room” means any rooms, suites and bungalows at the Holiday Resort;
10. “Third-party Booking” has the meaning given to it in clause 1.13; and
11. “visitors” are as described in clause 10.



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Bookings

1. Rooms are subject to availability and as advised during your booking process.
2. The guest named in the Booking must be present at check-in. The Holiday Resort may refuse to complete the check-in process if the guest named in the Booking is not present. One person may only register for themselves and not for multiple rooms.
3. The Holiday Resort reserves the right to require proof of identity (original valid passports for all international guests or national identity cards for Italian nationals) from all guests and shall have the absolute discretion to refuse to complete the check-in process if any guest refuses to provide the requisite proof of identity to the Holiday Resort.
4. The principle guest must be over the age 21 years of age at the time of check-in.
5. The Holiday Resort may cancel your Booking at any time, without prejudice to any other right it may have: (a) if you are in breach of any of these Terms and Conditions; (b) for security purposes; (c) by order of the Government or any public authority; or (d) due to an event of Force Majeure.
6. In the event you complete a Booking based on a rate that has been incorrectly posted, the Holiday Resort reserves the right to correct the rate or cancel the reservation at its discretion, and will contact you directly in order to do so.

DIRECT BOOKING

1. You can make a Booking through the Holiday Resort's website or by emailing booking@holidayresort-balzirossi.com, or by calling the Holiday Resort's reservation number ("Direct Booking").
2. Notwithstanding the Room type requested at the time of booking, the Holiday Resort reserves the right to substitute your requested Room for another similar Room in the same category, or to upgrade you to a higher Room category at no additional cost to you, if the Room type specified in your Direct Booking is unavailable.



Bookings

3. Requests for specific Rooms, building, views, etc cannot be guaranteed and are subject to the availability at the time of check-in and at the Holiday Resort's sole discretion.
4. After your Direct Booking is secured, if you decide to upgrade to a higher Room category than the one originally booked, a rate modifier will apply, subject to Room availability.
5. If you intend to book three (3) or more Rooms for the same period of stay, you must contact the Holiday Resort directly to make the reservations.

THIRD-PARTY BOOKING

1. You can make a Booking through an OTA or other third-party agents ("Third-party Booking").
2. Unless otherwise stated, Third-party Bookings are subject to the terms and conditions of such OTA/third-party.



Payments

PAYMENT

The Holiday Resort accepts all major international credit and debit cards ("Card").

PAYMENT FOR DIRECT BOOKING

1. A valid Card is required to secure your Direct Booking. You are required to supply the Holiday Resort with the correct Payment Information. Please note that all e-commerce transactions require a 3D secure card (i.e. Verified by Visa or a Master secure code, or an American Express safe key) to be processed.
2. The Holiday Resort may outsource payment processing to a third-party provider. The Holiday Resort will not be liable to you or anyone else for any loss resulting from an act or omission of a third-party payment provider.
3. Saving your Payment Information on the Holiday Resort's website or to the Holiday Resort's third-party payment processing provider is entirely optional. Saving your Payment Information may help expedite your Booking in the future. You acknowledge that the Holiday Resort may communicate your Payment Information for the purpose of facilitating the Direct Booking or as requested by you, including through applications on any mobile devices that you utilize that provide the Holiday Resort with your Payment Information or if you have established a link with such devices.
4. While all reasonable security measures will be taken to secure your Payment Information, you agree to hold the Holiday Resort and the Holiday Resort employees and its officers blameless and release the Holiday Resort from any actions, claims, liability, damage or loss resulting from any loss, release, compromise, or disclosure of your Payment Information caused by malware attacks, phishing attacks, viruses, hacking activities, malicious software and any other unlawful interference of the Holiday Resort's website's operating system or unauthorized access by third parties.
5. For Direct Bookings your Card will be used as a reservation guarantee and will only



Payments

be charged at check-in unless an alternative pre-payment arrangement has been made.

6. Prior to your check-in date, you may choose to make payment for the Direct Booking by cheque or via bank transfer. Personal, local company or international cheques will not be accepted. Bank transfers must be received by the Holiday Resort at least three (7) days prior to check-in.
7. Upon check-in, payment by Card will only be accepted if the cardholder is present with valid proof of identity.

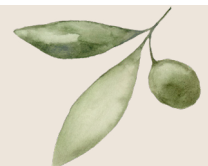
PAYMENT FOR THIRD-PARTY BOOKING

For Third-party Bookings, payment would be as per your arrangement with the OTA/ third party in accordance with the OTA/ third party's terms and conditions.



Security Deposit

1. At booking you will be charged with a security deposit of EURO 247,- (“Room Security Deposit”). The Holiday Resort reserves the right to refuse check-in and cancel your Booking if, on arrival, such Room Security Deposit in the form of a cash deposit or Card pre-authorisation is not provided.
2. At check-in you may also be required to provide a security deposit to cover any incidentals (such as shuttle service, mini-bar and any meals charged to your Room) consumed during your stay (“Incidentals Security Deposit”). If you do not provide such Incidental Security Deposit in the form of a cash deposit or Card pre-authorisation, you will not be permitted to charge any incidentals to your Room.
3. Security deposit provided in the form of cash deposits must be in local currency and the balance shall be returned to you in local currency. If during your stay, the outstanding Charges exceed the cash deposit amount, you shall immediately deposit such additional sums as advised by the Holiday Resort. Upon settlement of the Charges upon check-out, any unutilized cash deposit will be refunded.
4. Booking charges, incidentals charged to the Room (if an Incidental Security Deposit is provided), fees, and any expenses incurred by the Holiday Resort to remedy any loss or damage pursuant to clause 11 (“Charges”) are payable upon check-out. You agree to be personally liable for all Charges incurred. Payment by personal or international cheques will not be accepted.
5. If you check-out of the Holiday Resort without paying the Charges in full, you expressly and irrevocably authorize The Holiday Resort to charge all outstanding Charges to the Card which was used at the time of check-in, provided to secure the Holiday Resort reservation, or saved in your account (whichever is available).



Cancellation/Modification/No-Show

1. Cancellations of your Direct Booking made less than (7) seven days in advance of your check-in date and no shows and early departments will be charged with 100% of the booking reservation unless otherwise stated at the time of booking.
2. You acknowledge and agree that, if applicable, The Holiday Resort may charge the fee for the cancellation or amendment of your Direct Booking and/or no-show to your Card.
3. Any modification to your Direct Booking (e.g. changes in date or Room category) is subject to availability as well as an additional charge and any difference in price.
4. Any modification, cancellation, or no show with respect to a Third-party Booking is subject to the OTA/third-party's terms and conditions.
5. Cancellations until 43 days prior to arrival will be charged with 10%.
6. Cancellations until 42-29 days prior to arrival will be charged with 40%.
7. Cancellations until 28-8 days prior to arrival will be charged with 80%.
8. Cancellations until 1-7 days prior to arrival will be charged with 90%

PRIVACY POLICY.

The Holiday Resort respects your privacy and are committed to protecting the privacy, confidentiality and security of the personal data and Payment Information you provide or that The Holiday Resort otherwise collects about you during the Booking and check-in process.

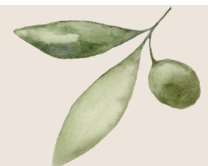


Check-in & Check-out Times

The Holiday Resort's standard check-in time is **4 pm (16:00)** and check-out time is **10 am (10:00)**.

Late check-outs may be available subject to Room availability and occupancy level on the day of departure.

If available, a half-day Room charge may be incurred for late check-out between 10 am and 1 pm (13:00), and a full day Room charge may be incurred for late check-out after 1 pm (13:00).



Rooms Rules

1. All rooms are designed to accommodate a maximum as mentioned on the booking. A cot may be provided (at a charge) for small children (till the age of 4), which is not suitable for adults. The Holiday Resort does not offer 'extra beds in the Room' to share.
2. The following are prohibited in the Rooms at all times:
3. Smoking, including the use of e-cigarettes, shisha or other smoking apparatus. Smoking is only permitted on the Room balcony with the sliding doors closed to prevent the smoke from entering the Room. You will be charged a fee equivalent to EURO 250,- for cleaning and deodorizing the Room and furniture if you smoke in the Room or allow the smoke from the balcony to enter the Room;
4. drugs;
5. Using incense, candles or any form of open flame
6. Pets or other animals;
7. Use of bicycles, skates, skateboards, etc;
8. Social gatherings and/or parties;
9. Loud noises, e.g. talking or playing music at high volume;
10. Items or food that emit strong odours (e.g., durians);
11. Re-arrangement of any furniture, fixtures, or fittings in the Room; or
12. Leaving the entrance door propped open when not in use.



Service Charge

At the resort there is a shuttle service available from the resort tot the public parking. Apart from the time of check-in and time of check-out the shuttle service is a paid service. For shuttle services on other times the shuttle service are upon availability and will be subject to an additional service charge of EURO 17,- per one way. There is no guarantee the service can be provided as tis is due to availability of staff and depending on the hours requested. Please note that the use of the shuttle service is for your own risk and the Holiday Resort can not be held responsible for any injury or loss.



Guest Behavior

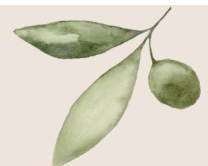
1. Playing music out loud or the use of speaker phone for audio or video calls is not permitted in the public areas of the Holiday Resort as it will cause a disturbance to other guests and visitors.
2. Smoking, including the use of e-cigarettes, shisha or other smoking apparatus, or use of any sort of drugs is not permitted in the Holiday Resort except in expressly designated outdoor areas, at least six (6) meters from the entrances and on the Room balconies.
3. Guests and visitors should refrain from taking photographs or videos of:
 4. The Holiday Resort's premises, for sale or for any other commercial purpose; or
 5. Other guests, visitors or employees of the Holiday Resort.
6. The Holiday Resort reserves the right to refuse entry to you or any of your guests and/or visitors, and cancel your Booking if, on arrival, the Holiday Resort considers that you or your guests and/or visitors, are under the influence of illegal substances, are unsuitably dressed or are behaving in a threatening, abusive or otherwise unacceptable manner towards the employees of the Holiday Resort and/or other guests.
7. The Holiday Resort reserves the right to require you or any of your guests and/or visitors to immediately vacate your Room, check-out and leave the Holiday Resort's premises if the Holiday Resort considers that you or your guests and/or visitors are behaving (or have behaved) in a threatening, abusive or otherwise unacceptable manner which could trigger (or has triggered) a risk to the safety and health of other guests or employees of the Holiday Resort or are causing (or have caused) a disturbance or annoyance to other guests or employees of the Holiday Resort.



Visitors

You and your guests and/or visitors may encounter wildlife on the Holiday Resort's premises. Please take care and do not approach or feed such wildlife.

Only fully registered guests will be permitted to stay in the Holiday Resort and non-registered visitors are required to vacate the property by 8.



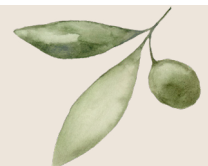
Property damage/loss

1. You shall be liable for any loss or damage to the Holiday Resort's property, furnishings, fittings or equipment (including, without limitation, towels and linen), caused by you or by any of your guests and or visitors. All expenses required to remedy any such loss or damage caused will be charged at your sole expense in accordance with clause 3.5.
2. All vehicles parked in the public parking zones are at the owner's risk.



Valuables

1. We recommend that you keep your passport, money and valuables secure throughout your stay.
2. A room safe is not available in Rooms for your convenience. All items stored in the room are entirely at your own risk.
3. Alternatively, deposit facilities, under the safe custody of the Holiday Resort, are available from Reception, subject to terms and conditions.
4. Valuables are not to be left unattended any where in the Holiday Resort at any time and the Holiday Resort shall not be liable for any loss or damage to your valuables as a result thereof.



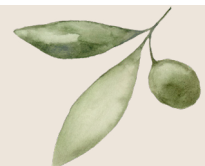
Pools, Beach and Wateractivities

1. Please be advised that there is no lifeguard on duty at any time and that the use of pools, beaches, and other water activities is at your own risk.
2. The Holiday Resort shall not be held responsible for any form of personal injury, loss, damage, or death caused by the usage thereof by you or your guests and/or visitors (except that nothing affects the liability of the Holiday Resort for death or personal injury caused by the Holiday Resort's gross negligence or wilful misconduct or any other liability which may not be excluded or limited by law).
3. To meet the Holiday Resort's exacting water standards, it is routinely necessary to close swimming pools for maintenance, sometimes at short notice. However, every effort is made to ensure the swimming pool will be in serve as soon as possible. During the close of the swimming pool there is no discount on the booking fee made.
4. Children under the age of fourteen (14) must be supervised by an adult at all times.
5. Subject to clause 13.3, the swimming pools are open daily at the times published which are from 8.00 am (8:00) till 22.00 pm (22:00). The opening times of the swimming pools may be amended by the Holiday Resort from time to time.
6. Proper swimming costume is a must for using the swimming pool facilities.
7. Do not apply any lotion/cream on the body before entering the pool.
8. Taking shower before entering the pool is mandatory.
9. Children below 14 years must be accompanied by an adult in swimwear.
10. Children swimming with inflated teaching aid need strict supervision by the parents.
11. Use of an infant life vest is encouraged. The infant live vest will not be provided by the Holiday Resort.
12. Food and Beverages from outside the Hotel is not allowed in the Pool area.
13. Use the pool ladder to enter and exit the swimming pool to avoid any injury.
14. Diving is Strictly prohibited as it can lead to injury.



Pools, Beach and Wateractivities

15. Pool is only for swimming, any other fun play in the pool should be avoided.
16. Any person suffering from a known serious medical condition (e.g. heart disease, severe circulation problems, epilepsy or respiratory problems) should not use the Swimming Pool.
17. Chewing tobacco, pan masala etc. inside the pool premises is strictly prohibited.
18. Person under the influence of alcohol or drugs will not be permitted in the pool complex or in the surrounding area.
19. Spitting, spouting of water, blowing nose in the pool are prohibited.
20. Throwing litter in pool premises is strictly prohibited as it may choke pipelines/drainage system of swimming pool.
21. Do not wear holy thread, golden chain, rings or other similar thing while swimming.
22. Kindly keep all valuables within your own sight: the Holiday Resort cannot be held liable for loss of any valuables or other personal property left at the swimming pool premises.
23. Do not swim when you are hungry, exhaustive, overheated and for at least an hour after the meal.
24. Walk; do not run in and around the pool facility for your and other safety.
25. the Holiday Resort is not responsible for any loss or damage to any personal property, injury, disability or fatality even death arising from whatsoever reasons while exercising or playing in the swimming area.
26. Guests swim at their own risk and the Holiday Resort will not be responsible for any injuries while using the Resort facilities.
27. These rules and regulations are subject to change any time without notice.



Food & Beverages

1. With the exception of baby and infant food or unless explicitly approved by the Holiday Resort, neither you nor any of your guests and/or visitors may bring your own food or drink for consumption into the pool area, terraces next to the pool area or any areas the Holiday Resort where there are bar , -and restaurant services offered the Holiday Resort.
2. Food and beverage served on the terraces near the pool area and the designated bar area's may only be consumed at the venue at which they are served and cannot be taken away for later consumption.



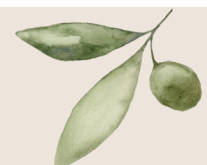
The Holiday Resort Policies

1. Guests and/or visitors are not permitted to enter areas of the Holiday Resort which are indicated as restricted or closed to the public.
2. By making a Booking with the Holiday Resort, you agree to comply with, and be bound by, all house rules, regulations, disclaimers, waivers of liability, and policies as prescribed by the Holiday Resort from time to time; all reasonable directions, orders and/or instructions imposed by the Holiday Resort; and all applicable local laws and regulations of the Italian government during your stay.
3. You are required to comply with the Holiday Resort's rules and regulations relating to the use of any of the Holiday Resort's facilities, equipment and services such as swimming pools, massage and beauty therapists, instructors and beaches. The use of these facilities, equipment and services are entirely at your own risk.
4. To the extent permitted by law, the Holiday Resort shall not be liable for any personal injury or loss or damage to property caused to any person arising from or in connection with your use or your guests' and/or visitors' use of the Holiday Resort's facilities, equipment and services.
5. For safety, security and housekeeping reasons, the Holiday Resort reserves the right to enter a guest Room at least once a day even if you are not in the room.



Limitation of Liability

1. To the extent permissible by any applicable law or unless otherwise provided in these Terms and Conditions, the Holiday Resort excludes all liability and responsibility for the Holiday Resort and/or the Holiday Resort's representatives or persons tasked to perform an obligation of the Holiday Resort, including the Holiday Resort employees, affiliates, partners and agents (hereinafter referred to as "Representatives") for loss or damage of whatever nature arising from or in connection with your stay, regardless of whether such loss or damage would arise in the ordinary course of events or otherwise, is reasonably foreseeable or otherwise, or is caused by any error or omission of the Holiday Resort, the Holiday Resort's Representatives, the Holiday Resort's Affiliates and Representatives of the Holiday Resort's affiliates (whether negligent or not), except that nothing affects the liability of the Holiday Resort and/or the Holiday Resort's Representatives for death or personal injury caused by the gross negligence or wilful misconduct of the Holiday Resort and/or the Holiday Resort's Representatives or any other liability which may not be excluded or limited by law.
2. The Holiday Resort accepts no liability for services rendered by third parties to you or any of your guests and or visitors notwithstanding that such services may be arranged by the Holiday Resort. Any claim, demand, charge, suit or damages which may be incurred by you or any of your guests and/or visitors shall be made directly with such third parties.
3. The Holiday Resort shall not be liable to you or any of your guests and/or visitors, for any loss or damage to property suffered or incurred in the Holiday Resort caused by the misconduct or negligence of any third party.
4. The Holiday Resort shall not be liable to you for any failure or delay in performing any of its obligations if the failure or delay was due to an event of Force Majeure.



Sever Ability

If any provision of these Terms and Conditions is deemed unlawful, void or for any other reason unenforceable, then that provision shall be deemed severed from the Terms and Conditions and shall not affect the validity and enforceability of any other provisions.



Waiver

1. The Holiday Resort's failure to exercise or enforce any rights or provisions of the Terms and Conditions will not constitute a waiver of such rights or provisions.



Miscellaneous

1. Nothing in these Terms and Conditions shall create a contractual relationship with, or course of action in favour of, any third party. Any rights of any third party to enforce these Terms and Conditions under any applicable legal principle, statute or otherwise are excluded.
2. General words shall not be given a restrictive interpretation by reason of their being preceded or followed by words indicating a particular class of assets, matters or things.
3. The Holiday Resort is entitled to amend and/or otherwise change these Terms and Conditions at any time without prior notice.
4. If you have any questions or if you have any complaints, please contact the Holiday Resort by email on management@holidayresort-balzirossi.com.
5. These General Terms and/or Conditions are governed by Italian For the settlement of any disputes that may arise in connection with their total or partial validity, execution, compliance or resolution, the Holiday Resort and guests, expressly waiving their own or any other venue that may correspond to them, agree to abide by the jurisdiction of the Courts and Tribunals of the city of Imperia.

