

General Terms and Conditions

Art. 1 General Provisions

These General Terms and Conditions govern the relationship between the **Baiadellerocceverdi Resort** (hereinafter the “**Resort**”) and the Customer regarding the provision of accommodation services selected by the Customer in the booking request made from among those offered by the Resort, which can be viewed on the website <https://www.baiadellerocceverdi.it> under the heading “Suites.”

These General Terms and Conditions apply to the provision of services related to reservations made on the website owned by **ELLA s.r.l.** (Tax ID and VAT No. 07657750639) with registered office in Naples, at Via dei Mille No. 16, and comply with the provisions of Part III, Title III, Chapter I, Consumer Code (Legislative Decree No. 206/05, as amended by Legislative Decree No. 21/14 and Legislative Decree No. 70/03).

Before accessing the services provided by the website, the user is required to read these General Terms and Conditions of Sale, which are deemed to be generally and unequivocally accepted at the time of purchase.

The user is invited to download and print a copy of the purchase form and these General Terms and Conditions of Sale, the terms of which the **Resort** reserves the right to modify unilaterally and without prior notice.

Art. 2 Provision of Services and Conclusion of the Contract

These General Terms and Conditions of Sale govern the offer, submission, and acceptance of purchase orders for the services offered by Ella s.r.l. and do not, however, govern the provision of services or the sale of products by parties, other than the seller, that are present on the website via links, banners, or other hyperlinks.

The request for the provision of Services may be made by the Customer by submitting the Booking Proposal to the **Resort** via the online booking form available on the website.

The website and the booking form contain references to the General Terms and Conditions of Contract, information on each service purchased, the payment methods that may be used, and the conditions for exercising the right of withdrawal.

Before concluding the contract, you will be asked to confirm that you have read the General Terms and Conditions, including the Information on the Right of Withdrawal and the processing of personal data.

The contract is deemed concluded when the Customer submits the Booking Proposal and brings it to the attention of the **Resort**. The actual conclusion of the contract is always subject to the availability of the Service. This confirmation is provided by the **Resort** upon receipt of the Proposal or immediately thereafter. From the moment the Resort accepts the Proposal, the purchaser may cancel the reservation within the following 14 days; after this period, if no cancellation has been made, the reservation price will be charged.

In cases where the reservation is made in the name and on behalf of a third party, the person who made the reservation is jointly and severally liable for any rights in favor of the **Resort** arising from the concluded contract.

The **Resort**'s offers are always to be considered non-binding, and if the Services cannot be provided due to impediments not attributable to the **Resort**, the contract will be automatically terminated, without this entailing any liability on the part of the **Resort** toward the Customer.

Art. 3 Terms of Service Provision

Upon activation of the Service, the **Resort** guarantees the Guest:

- a. the use of furnished accommodation units (hereinafter "The Suites"), in the number and type specified in the Proposal.
- b. The ability to use outdoor spaces, a kitchenette, weekly cleaning and linen changes, and every service required by current regional law regarding **Resorts**.

The **Resort** shall provide the Guest, on a loan-for-use basis, with any other ancillary equipment necessary for the full enjoyment of the selected Services (keys, cards, etc.).

Subletting or renting the suites to third parties is not permitted, nor is their use for purposes other than tourism, unless prior written consent is obtained from the **Resort**.

The Guest must use the suites, common areas, and equipment in a manner that does not disrupt the normal operation of the Service or disturb third parties staying at the **Resort's** facilities. The Guest shall be solely liable for any direct damages resulting from a breach of this obligation, holding the **Resort** harmless from any consequences, costs, or expenses.

The Guest shall hold the **Resort** harmless from any prejudice, damage, liability, expenses, including legal fees, suffered or incurred by the **Resort**, and shall further indemnify it against any action, claim, or demand made against it by third parties arising from conduct and/or omissions attributable to the Customer or resulting from non-compliance with and/or violation of the provisions set forth in these General Terms and Conditions.

Art. 4 Booking Procedures

Suite reservations are made via an online guided procedure on the website www.baiadellerocceverdi.it. At the time of booking, the guest is required to provide all requested information and a valid credit/debit card. Upon completion of the procedure, the request will be forwarded to the **Resort**, which will confirm or decline acceptance via email. From the moment of acceptance by the Resort, the customer has 14 days to cancel the reservation without any charge; after 14 days, if the reservation has not been canceled, it will be considered confirmed and the full amount will be charged. If there are fewer than 14 days between the time of the request and the requested stay, the reservation will be confirmed at the very moment of acceptance by the Resort, and the full amount will therefore be charged upon acceptance.

The customer is required to make payments for accommodation and/or events, as well as for all other services used, in accordance with the rates agreed upon with the **Resort**.

The customer is also required to pay for all services that the **Resort** has provided to third parties, as well as all expenses that the **Resort** has incurred on behalf of third parties at the customer's request. For services provided after 8:00 PM, the **Resort** has the right to charge night surcharges for each hour of work commenced by its staff.

Unless otherwise agreed, in accordance with applicable law, the agreed rates include VAT. If the period between the conclusion and fulfillment of the contract exceeds four months, or if the rates charged by the **Resort** for the services in question increase, or if the VAT rate under applicable law increases, the **Resort** has the right to increase the agreed price by a reasonable amount, up to a maximum of 10%.

Art. 5 Contract Term, Cancellations, and Penalties

The Contract is valid and effective from the date of its conclusion and terminates if both of the following conditions are met:

- a) the Customer and any third parties associated with or employed by the Customer have permanently vacated the **Resort's** accommodation;
- b) the Customer has paid the full amount owed to the **Resort**;

Check-in may be performed between 3:00 PM and 8:00 PM. Any arrivals outside these hours must be arranged in advance with the **Resort** and are subject to additional charges as indicated on the booking form.

Check-out must strictly take place by 10:00 AM; if this does not occur, the cost of an additional night will be charged.

No refund is provided for guests who leave the **Resort** early for any reason or who fail to arrive at the accommodation facility on the date indicated in the reservation.

Art. 6 – Termination by the Resort

The **Resort** has the right to withdraw from the contract, for materially justified reasons, without any obligation to pay compensation, in

- a) cases of force majeure and any other cause beyond the control of the **Resort** that makes fulfillment of the contract impossible,
- b) cases where accommodation or event services are requested by misrepresenting essential elements such as the customer's identity or the purpose of the event,
- c) in cases where there is reasonable suspicion that the accommodation and/or event may publicly compromise the reputation of the **Resort**, without the causes being attributable to the control or organizational sphere of the **Resort** itself.

The **Resort** must immediately inform the customer regarding the exercise of the right of withdrawal.

Art. 7 Privacy Protection

The procedures for the protection of personal data processing are published on the website www.baiadellerocceverdi.it, and the relevant regulations are accepted at the time of booking.

Art. 8 Documents

Upon arrival at the **Resort**, valid identification documents (Passport, ID Card) required for registration as mandated by law must be presented. Failure to comply with this obligation constitutes a violation of the provisions of the Criminal Code and authorizes the facility to request immediate departure from the **Resort**.

Art. 9 Liability of the Resort

The **Resort** shall be liable for breach of contract and for the provision of the Service exclusively for acts attributable to it.

If, upon arrival, the Guest finds a Service different from the one agreed upon but accepts it nonetheless, they are automatically deemed to have waived any claim for compensation, and the new Service replaces, by agreement of the parties, the one previously agreed upon.

The **Resort** is liable for items brought in by the guest within the limits and under the conditions established by Art. 1783 of the Italian Civil Code.

Art. 10 Limits of Liability

The **Resort** shall not be liable in the event of delays, inconveniences, malfunctions, and/or interruptions of the Service due to:

- a) unforeseeable circumstances or force majeure.
- b) tampering or interventions on the service or equipment carried out by the Customer or by third parties not authorized by the **Resort**.
- c) damage or inconvenience caused by the total or partial interruption of the electricity or water supply.

Art. 11 Resort Recommendations

Avoid waste. The responsible use of available resources—water and energy—is a sign of civility; by doing our part, we will allow future generations to live in a better world.

Quiet Hours/Children. Complete silence must be observed at night from 12:00 AM to 8:00 AM and in the afternoon from 2:00 PM to 4:00 PM. Children must always be accompanied by an adult. In any case, behavior must be maintained that at no time of day and in no way disturbs the peace of others.

Cleaning. The suites are cleaned weekly. The suites must be vacated by 10:00 AM for cleaning; if they are not vacated by that time, cleaning will not be performed. Please arrange your personal belongings to allow for cleaning.

Other Guests. It is strictly forbidden to bring other people into the room, onto the terrace, or into any area of the **RESORT** without the manager's authorization, under penalty of termination of the contract with immediate eviction from the accommodation or the application of a daily penalty of €250.00 at the sole discretion of the **RESORT**.

Smoking/Weapons/Drugs. It is strictly forbidden to bring in weapons, narcotics, or other prohibited items. This will result in the immediate termination of the contract. Smoking is also strictly prohibited in the rooms. Smoking is permitted on the terraces and balconies of each room, provided that the ashtrays provided there are strictly used and that it does not disturb other guests.

Art. 12 Terms of Use for Internet Access

The **Resort** has set up WiFi (Wireless Fidelity) Hotspot areas. Activation of the service allows, upon registration, free access to the Internet via WiFi in the designated areas, with no installation fees or costs for the user.

Access to the service is free. To access the service, you must register online; the username and password will be provided to the guest at check-in. Without registration, it will not be possible to use the service.

To use the service, you must:

- go to an area covered by the service;
- scan for available networks and select the network provided at check-in;
- if you are not registered, complete the registration by entering the required information;

The Wi-Fi network is always available in areas enabled by the service.

The service may be used by the user with their own compatible portable devices (PCs, laptops, smartphones, tablets, etc.) equipped with a Wi-Fi-certified network card and properly configured. It is the user's responsibility to obtain, at their own expense, the technical equipment necessary to access the service and to ensure its correct configuration for connecting to the wireless network.

The provision of the service and its quality are not guaranteed. The service is provided using shared-band frequencies and without protection against interference. The service is provided via an encrypted network.

By submitting the activation request, the user must declare that they have carefully read and expressly accepted all the terms and conditions of use of the service set forth in this document, as well as the privacy policy. The first use of the service shall constitute further implicit acceptance by the user of the conditions contained in this document.

Under no circumstances shall the **Resort**, or its representatives, be held liable for the user's failure to comply with or non-compliance with any applicable laws and regulations regarding the use of the service.

The **Resort** offers no guarantee and is under no obligation whatsoever regarding the quality of the service, particularly with regard to the stability, reliability, and continuity of the connections.

The **Resort** reserves the right to suspend and/or interrupt and/or modify the service at any time and without prior notice, and shall in no event be held liable to either the user or third parties for such suspension or interruption. In such a case, the user shall have no right to use the service.

The **Resort** may unilaterally supplement and/or modify, at any time and without notice, the terms and conditions of this document.

Login credentials are strictly personal and may not be transferred to third parties, whether for free or for a fee, temporarily or permanently. The user is solely and exclusively responsible for the safekeeping and confidentiality of their credentials and, consequently, remains solely and exclusively responsible for all uses connected or related thereto. The user is informed that if third parties become aware of their credentials, such third parties would be able to use the service in the user's name.

The user agrees not to allow third parties to use the service for any purpose whatsoever, and assumes full responsibility for such third parties' online conduct, in accordance with these Terms of Use.

The user agrees to report any theft, loss, or misplacement of the password as soon as possible, using the tools provided. In any case, it is understood that the user shall be liable for the consequences arising from the theft, loss, or misplacement of said password.

The user agrees not to use the service to send communications that cause damage or disruption to network services or to third parties, or that violate applicable laws and regulations. In particular, by way of example and without limitation, the user agrees not to exchange, via the network and through the service, material that violates copyright law or other intellectual or industrial property rights.

The user agrees to:

- a) use the service for the personal purposes for which it was granted; in particular, the user agrees not to use the service for commercial purposes;
- b) equip their Wi-Fi device with adequate protection against viruses or other types of intrusions that could cause harm to third parties or to the network itself;
- c) not send advertising and/or promotional messages or communications via email to other users and/or discussion groups without having requested and obtained the relevant consent or without such a message having been explicitly requested (spam);
- d) not to use tools (such as peer-to-peer software and sniffers) within the coverage areas that could negatively impact network performance, as well as violate the privacy rights of service users and applicable copyright laws;
- e) not to transmit material and/or messages that encourage third parties to engage in unlawful and/or criminal conduct subject to criminal or civil liability;
- f) not to post information online that may contain forms or content of a pornographic, obscene, blasphemous, racist, defamatory, or offensive nature, or that incites violence;
- g) to hold the **Resort** harmless from any liability for any event suffered or caused to third parties in connection with the service.

The user agrees not to occupy the radio channel for purposes other than receiving the wireless network service, nor to install access points or Wi-Fi repeaters

The **Resort**, as the service provider, reserves the right to terminate the provision of the service unilaterally and at any time, without obligation to provide any justification, without notice, and without any compensation, should it determine, in its sole discretion, that the user has violated even one of the obligations set forth herein.

The user is responsible for any violation of these terms of use and agrees not to misuse the service in violation of laws, regulations, or administrative measures, and assumes full responsibility for the proper use of the service. The user agrees to indemnify the **Resort** against any claims or demands of any kind, including those made by third parties, in connection with the use of the service.

The user assumes all responsibility and liability regarding the content and form of communications made through the service and undertakes to indemnify the **Resort** against any claims or actions by third parties arising from such communications. By assuming this responsibility, the user expressly releases the **Resort** from any liability and obligation to verify and/or monitor such matters.

The user agrees to indemnify the **Resort** against all potential losses, damages, costs, and expenses, including any legal fees, that the user may incur as a result of using the service.

The **Resort** shall not be liable to the user and/or their successors or third parties for any direct, indirect, or consequential damages, including losses and costs incurred as a result of suspensions or interruptions of the service.