

Grand' Hotel L

'Approdo



HOTEL CONTRACT GENERAL CONDITIONS

1.1 When first appearing in front of an employee of the reception of Grand' Hotel L'Approdo ★★★★★, the persons who express their wish to acquire hotel accommodation (Clients), within the limited capacity of the complex and subject to acceptance and/or approval of the house, are as specified in the following held to: a) hand over their documents of identification, their passports, or rather any other document approved by the valid rules and regulations of public security, also to the aim of making it possible to execute the activities previewed *ex art.* 109 T.U.L.P.S. (foreign citizens coming from out of the EEC are held to present their passports or any other document which would be considered to be equivalent by the power of an international agreement, however fortified with a photo of the holder); b) declare the period of which they intend to stay, unless already declared when making the reservation; c) sign the appropriate P.S form, let alone the eventual contractual recognition form and the authorization to process data according to D.Lgs. 196/203 (s.c law of privacy) and forthcoming modifications and integrations.

1.2 Everyone of the obligations above must be considered essential and however relevant for Grand' Hotel L'Approdo ★★★★★ when performing its activity according to the contract and any eventual other service. Any violation constitutes therefore a contractual non-performance with the obligation to pay compensation for any damage that might follow thereof.

2.1 The room will be assigned by Grand' Hotel L'Approdo ★★★★★, within the complex's limits of availability and any reservations made and subject to acceptance and/or approval of the House, to a Client who thereof requests, the one who in any case will remain obliged as provided for under 1.1 and 1.2.

2.2 The handing over of the room at the clients disposal takes place not before 15:00 o'clock the day that the Client is expected to arrive at the hotel complex.

2.3 The Client is obliged to keep the assigned room, as well as the furnishing and the secondary therein present, in good condition with the obligation of custody for these things.

2.4 The Client is held to leave the room free of persons and things, except for the things you find already there at the initial hand over, no later than 11:00 p.m. the day of the expected departure.

2.5 Things and objects left therein by the Client after the departure are to be considered abandoned by the same, if they are not claimed by means of in hand delivered letter with receipt or registered letter with receivers receipt, which in any case much reach the seat of Grand' Hotel

L'Approdo ★★★★★, within and no later than 15 days from the release date of the room. In the absence of any timely claim, Grand' Hotel L'Approdo ★★★★★ is authorized to dispose itself of the object without that the Client might have anything to claim.

3.1 The balance corresponding to the service offered in favour of the Client by Grand' Hotel L'Approdo ★★★★★ should be made, at the end of the stay, by means of a credit card or by means of cash.

3.2 Other means of payment are allowed solely upon the expressed authorization from the Management. The payment by means of a bank check is not allowed if is not made at least 4 bank days before the Clients expected departure, always in condition of the upon expressed authorization from the Management.

4.1 During check-in, before the handing over of the room key, the Client is held to show his own credit card to the reception staff for the registration of its data (card number, name and surname of the holder, date of issue and date of expire), in order to take pre-authorization for the total sums due; only in case of non-payment, total or partial, of what the Client owes, the Grand' Hotel L'Approdo ★★★★★ will proceed to charge the pre-authorized sums; in addition, the hotel will proceed to use the credit card details of the Client for payment of any eventual penalties or compensation for damages. The Client authorizes the use of his credit card data for the pre-authorization and the payment as specified above.

4.2 For stays of one night or for the event that the Client is not a credit card holder or does not want to supply any credit card the anticipated payment is required for all services requested, except for ulterior balances. In any case it is the Clients obligation to pay all services requested and consumed every 7 days. The anticipated payment for the first night, is always required, before the handing over of the room's key.

4.3 If the Client is a credit card holder and complies with the requests in art. 4.1, he may enjoy the faculty of suspending his payments also regarding extra services (i.e. room service), subject to what is indicated *ex art.* 4.2.

4.4 For the event that the Client is not a holder of any credit card or does not want to supply any credit card information he may not enjoy the faculty of suspending his payments, but is held to pay the corresponding sum of the service, also extra, time after time when supplied, when requesting it or at the beginning of its fulfilment.

4.5 In any case there are non refunds of requested services, even if not enjoyed or refused (i.e. in the case of an anticipated departure, meals not enjoyed, etc).

5.1 The Client is obliged to preserve in a good condition, apart from the normal usage, what has been put at His disposal inside the room and within the services, with the expressed prohibition to move the furnishing itself, the secondary and other objects outside. In particular it is expressly prohibited to take possession of ashtrays, towels and bathrobes which remains the exclusive property of Grand' Hotel L'Approdo ★★★★★, let alone bring these things out on to the beach or the reefs.

5.2 Violating the previous article, the Client is held to pay a penalty, equal to the sum of 15,00 Euros per ashtray and 50,00 Euros per towel or bathrobe, as compensation for the damage, including the necessary costs for the buying and replacing of the goods in question.

6.1 During the stay at the hotel complex, the Client is obliged not to make any noise that could be of disturbance to other guests of Grand' Hotel L'Approdo ★★★★★, moderating in any case the volume of the television, radio, stereo, let alone the volume of the voice as well in the room as in the hallways and in other parts of the hotel complex, with a particular attention to the hours from 14:00 to 16:00 let alone from 23:00 to 08:00.

6.2 In order to guarantee the other Clients a normal use of the room and the proper relax during the stay in the hotel complex, Grand' Hotel L'Approdo ★★★★★ has the right to unilaterally annul the contract with Clients who would behave opposed to what is stated in the preceding article and to request the payment of the whole service agreed upon, apart from a compensation of the damage which is estimated at 300,00 Euros, which is to be paid-up as a penalty, subject to the case of a larger damage.

7.0 In any case animals are not allowed in the hotel complex. Consequentially it is expressly prohibited for the Clients to bring them inside Grand' Hotel L'Approdo ★★★★★.

8.1 Grand' Hotel L'Approdo ★★★★★ is, whenever not requested differently, according to the hotel contract held to the service of «*Bed and Breakfast*» providing the availability of the room and breakfast for the period agreed upon with the Client and at prices indicated in the appropriate tables, exposed within the hotel complex premises or near the reception.

8.2 On request, within the limits of the availability of the hotel complex, the Client may ask for the restaurant service «half board» in addition to the service «*Bed and Breakfast*» according to the preceding article.

8.3 The restaurant service «half board» expects, in addition to the service offered with «*Bed and Breakfast*», the possibility to have dinner, in the periods agreed upon and at prices indicated in the appropriate tables, exposed within the hotel complex premises or near the reception. The beverages, not included in the offer and the price of the service, can be acquired separately after an explicit order.

9.1 Other than the availability of the room and the restaurant service according to articles 8.2 and 8.3, the Client may benefit from the extra service «Mini Bar».

9.2 Within the service «Mini Bar» Grand' Hotel L'Approdo ★★★★★ grants as a gift to it's Clients, whenever appropriately indicated on an appropriate bilingual sign (Italian/English) present inside the mini bar itself, the articles present at the arrival inside the mini bar itself, provided in every room.

9.3 The service expects that the Client may acquire, after ordering, food and beverages at prices indicated on the appropriate menus present inside the room, at the reception

or put at his disposal by the competent staff, within the limits of availability.

9.4 The goods according to article 9.3 which would have been purchased will be delivered to the Clients room. The delivery will be made as soon as possible, depending on the staff availability.

9.5 The service «delivery to the room» of the goods according to art 9.3 is free of charge, so it will not be added any extra charge to the price of the goods in the order.

9.6 Whenever there isn't the sign indicated in art 9.2 inside the fridge the goods inside are to be considered for sale at prices and conditions indicated on the appropriate pricelist present in every room.

9.7 A Client who would have chosen the solution according to article 4.3 has the possibility to suspend the payments regarding the room service, paying at the end of the stay.

9.8 A Client who falls within in the category indicated in art 4.4 is held to make the payment time by time of the requested extra services, when they arrive in the room, without the possibility to suspend the payment.

10.1 The Client is obliged to with the at most care and diligence preserve and take care of the key to the room, subject to the hotel contract during the period of stay at Grand' Hotel L'Approdo ★★★★★.

10.2 For the event of not returning the key according to article 10.1, the Client is obliged to pay the penalty of 150,00 Euros, as compensation for the damage, including the cost for replacing the lock with its keys, subject to the case of a larger damage.

11.1 The Client is obliged to preserve and keep any objects of value (such as jewels, watches, money and other goods or titles) in the safety box placed inside the room and subject to the hotel contract and in which relation the Client assumes the care and handling during the period of stay in the hotel complex.

11.2 The Client is obliged to insert his own secret code in the safety box given to him, according to the instructions present in every room, in the reception or available on request from the appropriate staff.

11.3 The Client is obliged to preserve and keep the secret code according to article 11.2 with at most care and diligence; without bringing it to the knowledge of anyone, including third part or other Clients.

12.1 Only to the clients of the hotel, with the exceptions as specified in art 12.2 it is consented the free use of the gym, which is at disposal every day of the week from 07.00-12.00 o'clock and from 13.00-23.00 o'clock.

12.2 It is strictly forbidden to enter the gym room for :

- Minors under 12 years, even if accompanied by the parents or whom is their guardian
- Boys and girls from 12 to 14 years if not accompanied by their parents or guardian
- anyone who from a temporary condition or permanent state of health is advised not or forbidden to do physical activities.

12.3 The users of the gym, but those subjected to the forbid *ex art. 12.2*, are obliged to keep and use correctly the machines there inside, as well, they must follow the rules therein put.

13.1 A request for a reservation has the value of an acceptance of a preliminary contract s.c. « reservation contract») in order to conclude a following definite hotel contract only if:

- (a) it is sent in writing by fax or mail;
- (b) it contains the underwriting of the requesting;

(c) it contains notion of the requesting' s address, also in order to receive the eventual communication according to article 13.3;

(d) holds the general information of the requesting and the total number of subjects for whom he intends to request the services;

(e) contains notion of the period of stay, as well as the kind of room and boarding;

(f) reservation is confirmed with an account payment of 70% within 30 days from the date of arrival and the settlement of 30% the day of the arrival as the period request of the reservation. If the client (articles 4.2) does not show the credit card, he must pay the total amount of the stay and extras within 30 days from the date of arrival.

(d) is confirmed in writing to the Reception Staff.

13.2 The efficiency of the pre-said contract is conditioned by disposing of the number of rooms and categories requested at the moment of receiving the reservation in the forms according to article 13.1, taking in consideration the actual availability of free rooms and preceding reservations.

13.3 In case that there aren't any availability of the number of rooms and the categories requested, Grand' Hotel L'Approdo ★★★★★, will give notice to the requesting at the address supplied when requesting the reservation (see article 13.1 (c), returning any eventual preceded sums of deposit of stay.

13.4 A Client who requests a reservation has the right to revoke it or to withdraw unilaterally from the « reservation contract» on the conditions indicated in article 13.5, by means of a written message sent by registered letter with return receipt or by fax, the one which should arrive at Grand' Hotel L'Approdo ★★★★★ as soon as possible, however no later than the day before the day of the initial of the reserved period of stay.

13.5 The right to revoke and/or to withdraw according to article 13.4 is subject to the following conditions:

(a) if the communication according to article 13.4 arrives at least *thirty days before* the initial date of the period requested in the reservation, no penalty must be paid and the amount actually paid will be returned;

(b) if the communication according to article 13.4 arrives from the *twenty-ninth day* before the initial date of the period requested in the reservation and *before the day of the arrival*, *seventy percent* of the amount due as a deposit will be hold;

(c) if the communication according to article 13.4 arrives *the day of arrival or later* will not be refunded any amount;

13.6 There will not be any refunds in case of renounce or interruption of the stay on behalf of the Client.

13.7 Grand' Hotel L'Approdo ★★★★★ has the right to unilaterally exercise the withdrawal from the contract of reservation on the conditions previewed for the Clients in the articles 13.4 and 13.5, making the communication of withdrawal to the address indicated by the Client ex article 13.1, lett. c).

13.8 In case of exercising the right of withdrawal according to article 13.7, Grand' Hotel L'Approdo ★★★★★ is, whereas the reservation is fulfilled in the sense of article 13.1, held to refund the deposit paid, apart from a sum equal to the percentage of this sum, calculated in relation to the point of time when the communication of withdrawal was made, according to the following conditions:

(a) if the communication according to article 13.7 arrives at least *thirty days before* the initial date of the period requested in the reservation, no amount will be paid in addition to the amount due as a deposit, if and to what extent paid;

(b) if the communication according to article 13.7 arrives after the *thirtieth day* before the initial date of the period requested in the reservation, and *before the day of the arrival*, an amount equal to *seventy percent* of the amount due as a deposit will be paid, if and to what extent paid;

(c) if the communication according to article 13.7 arrives the day of arrival or later, an amount equal to the total amount due as a deposit will be paid, if and what extent paid;

(d) if the communication according to article 13.7 - in the case of customers included to article 4.2 – arrives at least *thirty days before or later*, an amount equal to the total amount due as a deposit will be paid, if and what extent paid;

13.9 Remaining valid the hypothesis of resolving the contract for the occurred impossibility regarding the service on the behalf of Grand' Hotel L'Approdo ★★★★★, of which can be mentioned, as examples and not as a complete list, any government and/or judicial intervention, obstacles of natural causes and extraordinary character, the event of a fortuitous case and or force majeure and/or because of a third part, etc.

Grand'Hotel L'Approdo ★★★★★