

PuntAla

CAMP & RESORT



ACCOMODATION AGREEMENT

PART I - Preliminary provisions

1. Ownership and Purpose - 1. The "PuntAla Camp & Resort" campsite is owned by the company Campeggio Puntala S.r.l., with head offices in Punta Ala, Castiglione della Pescaia, VAT No. and Tax Code 01233070539, hereinafter indicated as the "Puntala Campsite". 2. The Puntala Campsite provides its customer with the campsite services as defined in Article 24 of Italian Regional Law No. 86 dated 20 December 2016 and by its implementing provisions.

PART II - Procedures

CHAPTER I - Supply of the service

SECTION I - Parties eligible for the service

2. Admissions - 1. The tourist accommodation service is provided exclusively to groups of tourists made up of a maximum of 6 components per pitch, who are permitted to install a maximum of three tents in total or two tents and a mobile means of accommodation, provided that the total accommodation capacity authorised by the structure, as per current legislation, is not exceeded. 2. Provision of the services to parties, however formed, is excluded unless expressly authorised in advance by management. 3. Those under the age of 25, when not forming part of a family unit or if not guests of customers, are reserved a special area within the accommodation structure.

3. Guests - 1. The customers are permitted to receive guests within the accommodation structure. 2. Guest access is permitted subject to payment of the specific rate if envisaged. 3. Guests who are minors are not permitted, unless they are accompanied by adults who are obliged to supervise their conduct during the entire stay within the accommodation structure, being held liable for all purposes of the law vis-à-vis Puntala Campsite and third parties.

SECTION II - Reservations and overnight stay limits

4. Reservation costs - 1. The administrative and reservation fees, if envisaged by the rate plan chosen for the reservation, have a pre-established cost of Euro 50.00 and must be considered to be non-refundable. These costs include travel insurance for the "group leader" (the party who has made the reservation in their name) and the individuals who travel with the latter. The administrative and reservation fees are not included or obligatory.

5. Deposits - 1. If the reservation is defined as "NON-REFUNDABLE" or "REFUNDABLE" by 5.00 p.m. on the 3rd day after the reservation option a deposit must be paid equal to 100% of the cost of stay. 2. If the reservation request is defined under the "SMART BREAKFAST", "MARE COMFORT", "FLASH RATE" formulas or another rate defined as "PROMO/PROMOZIONALE", a sole payment equal to 100% of the cost of the stay and any accessory services must be made by 5.00 p.m. on the following day. 3. If the reservation is made under the "PIANO RATE" formula, by 5.00 p.m. on the 3rd day after the reservation option a deposit must be paid equal to 20% of the cost of the stay and any accessory services; the remaining 80% by 5.00 p.m. on 21 June 2019. 4. Any accessory services which the customer has used or will use during their stay at the campsite will have to be settled within 72 hours of the moment of arrival or in any event by the day of check-out if the stay is for a shorter duration. In the event that they have not used said services, the customer will be issued with a receipt with a balance equal to zero. 5. Campeggio Puntala reserves the right to set up new tariffs as well as to change the rates indicated in this article, the amount and terms of the related advances and those of the ancillary services, with a simple communication to the Customer in the booking process, prior to the reservation. . By signing this contract, the Customer declares from now on to accept that any new rates and advances for stay set up by Campeggio Puntala as well as any changes to the rates indicated in this article, to the amount and terms of the relative advances and of those of ancillary services, are those practiced by Campeggio Puntala at the time of booking

6. Right to withdraw and penalty clause - 1. The customer may at any time waive the reservation, providing notice of cancellation in writing to Puntala Campsite without prejudice to the matters indicated below. 2. Cancellation will lead to the reimbursement of the amount paid as per Article 5, if and only if this takes place by 5.00 p.m. on the 2nd day prior to arrival at the campsite in the event the customer has booked under the "REFUNDABLE", "SMART BREAKFAST (REFUNDABLE)", "MARE COMFORT (REFUNDABLE)" and "PIANO RATE" formulas. Beyond said deadline for the specified rates, in the event of cancellation, the amount originally paid over will not be returned. 3. In the event the customer has booked under the "NON-REFUNDABLE", "FLASH RATE" formulas or another rate defined as "PROMO/PROMOZIONALE", the cancellation will not lead to the return of the amount originally paid over as per Article 5. 4. Puntala Campsite undertakes, if the conditions apply, to arrange the credit transfer order for the amount to be returned by 5.00 p.m. on the business day following the cancellation, net of a penalty equal to Euro 200.00. 5. Changing of the dates is permitted if and only if this takes place by 5.00 p.m. on the 2nd day prior to arrival at the campsite in the event the customer has booked under the "NON-REFUNDABLE", "REFUNDABLE", "SMART BREAKFAST (REFUNDABLE)", "MARE COMFORT (REFUNDABLE)" and "PIANO RATE" formulas. The change of the period, despite confirming a part of the same, will give rise to recalculation of the entire price of the stay and not just that for the amended period. The eventual adjusting balance can never give rise to any reimbursement if the recalculated price is lower than that originally booked. 6. In the event the customer has booked under the "FLASH RATE" formula or another rate defined as "PROMO/PROMOZIONALE", changing of the date is never permitted.

7. Duration of the stay and early departure - 1. For reservations made under rates other than "STANDARD", the duration of the stay is that indicated in the reservation. The payment of the entire price agreed for the reservation is due even if the customer should forgo the same in full or in part. 2. For reservations made under the "STANDARD RATE", the duration of the stay is that indicated at the time of check-in. If the customer needs to depart in advance, such departure will have to be communicated by 12.00 p.m. if they have a camper, caravan or tent of their own; by 10.00 p.m. if lodging in the structures owned by the Campsite. 3. The overall stay cannot exceed 28 nights. Any increase in the duration of the stay must be expressly authorised by the Reservations Office. 4. The reservation is personal and cannot be transferred by the customer to third parties for any purpose or reason.

8. Exclusions - 1. Puntala Campsite does not enter into agreements for the entire season.



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9. Tourist Tax - 1. The advance deposit on the cost of the stay requested on finalisation of the reservation does not include the municipal tourist tax which will have to be paid in situ at the time of settlement and transferred by Puntala Campsite to the competent authorities.

CHAPTER II - Check-in

10. Arrival and registration - 1. At the time of registration, the customer and their guests must inform Puntala Campsite of their personal details; in the event of subsequent changes pertaining to the guests, the customer undertakes to inform Puntala Campsite on the same day.
2. The keys are handed over at 5.00 p.m. on the day of arrival to the Customer staying in the lodgings provided by the campsite. 3. Customers lodging in their own structures are permitted to occupy the pitch as from 12.00 p.m. on the day of arrival.

11. Late arrival and no-shows - 1. The customer is permitted a delay in the arrival with respect to the envisaged date not beyond 5.00 p.m. on the day after said date. 2. In the event of delay and until arrival, the daily cost of the resource assigned at the agreed rate is in any event applied to the customer. 3. Once 5.00 p.m. has elapsed on the day after the envisaged date of arrival (no-show), the agreement between Puntala Campsite and the customer will automatically terminate and the resource once again becomes available to Puntala Campsite.

12. Allocation of the pitch ("Campsite customers") - 1. The customer is obliged to occupy the pitch indicated to them care of Reception or to await the camp manager who will show them that assigned to them. 2. The occupancy of a pitch other than that assigned is only permitted upon the express written authorisation of Reception, involving the performance of a new registration procedure. 3. The identification of the pitches is carried out by means of specific numeric flagging or as a result of explicit indication of the camp manager. 4. The period for which the guest intends to stay must be declared at the time of check-in and this is valid for the purposes of any early departure, without prejudice to the right to withdraw envisaged by Article 6.2 of Section II and Chapter 1, Part II.

CHAPTER III - Check-out

13. Departure - 1. The customer must leave the accommodation structure on the last day of the stay, by the following times: - by 12.00 p.m., if equipped with their own camper, caravan or tent; - by 10.00 a.m., if lodging in the structures owned by Puntala Campsite.

14. Payment - 1. Payment of the balance of the stay, as well as of any other accessory service for which immediate payment is not envisaged, is permitted only during the opening hours of the Cashier's Office (ordinarily between 7.00 a.m. and 11.00 p.m.). 2. For the customer under the "STANDARD RATE" formula, the payment must be made by the last day of the stay. 3. The customer is obliged to show the tax documentation proving payment to the staff tasked with this control at the exit of the campsite. 4. The issue of the tax receipt precludes the customer and/or any of their guests from making claims and/or any other complaint vis-à-vis Puntala Campsite, which - therefore - must be made before the formalities which precede the same.

PART III - Rules of conduct from customers and their guests

CHAPTER I - Restrictions

15. Respect for the vegetation - 1. Altering in any way and with any means the flora existing within the structure is forbidden, as is putting up hammocks and/or washing lines amongst the vegetation. 2. In the event of ascertainment of this violation, Article 18.2 of this agreement will be applied, without prejudice to the application of Article 36 of the same.

16. Setting of fires - 1. The setting of uncontrolled fires in the entire area of the accommodation structure and the related appurtenances is forbidden. 2. Without prejudice to the more restrictive rules of the Bodies tasked with the safeguarding and conservation of property. 3. The use of specific cooking grills located within the structure is exclusively authorised on days when a "moderate" wind with an intensity of over force 3 on the Beaufort scale is not blowing (wind speed between 5.5 and 8 m/s) and scrupulously complying with the method of use illustrated care of each one. 4. The use of gas stoves within the pitch is authorised at a distance of more than 15 metres from the surrounding vegetation and the canvas of the tents. 5. Lighting products producing smoke is forbidden in the "buffer area" or rather within the area between the beach and the area equipped as pitches.

17. Disposal of waste - 1. Disposing of waste outside the specific containers handed over by the staff appointed in accordance with current legislation concerning separate waste collection, is forbidden. Reference is made to the accommodation Regulations for an explanation of the disposal procedure. 2. The disposal of waste water, of any type and origin, outside the specific utility points located within the accommodation structure duly indicated (obligatory procedure for the discharge of sewage from caravans and campers) and/or outside the bathrooms, is forbidden.

18. Use of electrical cables and equipment - 1. Obstructing the pathways within the accommodation structures with cables and/or any other instrument for the diversion of electricity is forbidden; the supporting of the same on the surrounding vegetation is also prohibited. 2. The campsite staff are expressly authorised to immediately disconnect any cable and/or other equipment arranged in violation of the above point without notice. The same authorisation is granted in the event of electrical connections which are not compliant with current legislation. 3. The installation or in any event use of aerials, satellite dishes or any other means suitable for receiving radio/television signals is forbidden.

19. Use of sound equipment - 1. The use of musical instruments or any other means suitable for producing sound during the entire 24 hours is forbidden, such as by way of example but not limited to, TV, radio, computers, magnetic or digital media readers without the aid of suitable ear pods, etc.

20. Respect for the rest of others and rules of conduct - 1. Adopting conduct which disturbs the public peace and quiet within the campsite and the related appurtenances, as well as the opposite shoreline is forbidden.

2. Within the hours when the circulation of mechanical means is prohibited as indicated in the campsite and in any event laid down in Article 25.3 of this agreement and in the internal Regulations, the setting up or taking down of camping equipment, speaking in a tone of voice not in keeping with the peace and quiet which is intended to be guaranteed during these periods and the use of mechanical means, is forbidden. The use of the static playground is always authorised. Management, at its unquestionable discretion, may envisage exceptions for entertainment activities. 3. Nude or topless sunbathing is expressly prohibited within the campsite; nudity is also prohibited for children, within the shops, restaurant and bar.



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21. Pets - 1. The entry of pets in the accommodation area, the supermarket and the playgrounds of the campsite is forbidden. 2. The entry of pets of overnight guests, their guests and the guests visiting the campsite is permitted in the central restaurant/bar, the beach restaurant/bar, the commercial areas, such as the newspaper kiosk, bazar, boutique and the campsite area used for day and night-time entertainment. The above pets are admitted in the areas indicated in this point 2, in a number limited to one animal per owner provided that: A. The owner presents the medical card (obligatory) and the vaccination documents.

B. The animals are kept on a lead and with a muzzle or in an appropriate cage, for their toiletry needs they are accompanied outside the structure and in a place other than the beach and the immediate removal of any excrement is seen to, they do not enter the accommodation area, the supermarket and the playgrounds of the campsite. C. They are not left unattended, they do not disturb the peace of others. The owners or walkers of noisy or dangerous dogs, who do not observe the regulations or who receive complaints, will be invited to remove themselves or leave the structure immediately.

3. The entry of pets in other areas of the structure not indicated in point 1 and 2 of this article must be expressly authorised by Management. In any event the access of guide or disabled support dogs to the campsite is permitted. 4. The owners or walkers are responsible for any damages caused to third parties and to the structure of the campsite by the animals. It is the duty of the owners or walkers to ensure the maximum observance of the health-hygiene rules during access to the campsite and its structures.

22. Modification to the pitch - 1. Altering the state of the assigned pitch in any way is prohibited, unless this requirement is justified by particularly adverse weather conditions which place the safety of the individuals and/or property at risk; in this case, the customer is obliged to immediately return the pitch to the original state once these conditions have ceased, at their full diligence and expense.

23. Playground - 1. Children over the age of 12 are forbidden from using the static playground. 2. Access to the playground is permitted only to children accompanied by an adult, who are responsible for all purposes of the law vis-à-vis Puntala Campsite and third parties.

24. Cleanliness - Hygiene - Aesthetics - Use of bathrooms - 1. For hygiene-health purposes, in order to avoid the proliferation of insects or animals, and for one's own and others decorum, the customer will be responsible for keeping their pitch clean and in order. The guests are obliged to use the bathroom in a civil and correct manner, leaving the same in the same condition in which you would wish to find them after use.

CHAPTER II - Access and use of means of transport within the campsite

25. Motor vehicles - 1. The use of motor vehicles is authorised only for the unloading operations on arrival and the loading operations on departure, with regard to camping equipment and luggage. 2. No more than 2 hours can be employed for each of these operations, unless expressly authorised in writing by reception. 3. In any event, during the time slots 1.00 p.m. - 3.00 p.m. and 11.00 p.m. - 7.00 a.m. or in others indicated in the accommodation regulations, circulation with mechanical means within the structure and the related appurtenances is absolutely forbidden.

26. Campers - 1. The access of campers to the campsite is only permitted to those duly approved, also for the purpose of overnight stays, by the competent authorities. The Reception staff in charge of security may request to see such documentation. 2. In any event, during the time slots 1.00 p.m. - 3.00 p.m. and 11.00 p.m. - 7.00 a.m. or in others indicated in the accommodation regulations, circulation with mechanical means within the structure and the related appurtenances is absolutely forbidden.

27. Limitations - 1. Access to the campsite by means of vehicles of any horsepower or with means electrically driven is prohibited. 2. Bicycles are not allowed in the playground.

28. Circulation - 1. A speed limit of 4km/h is established for circulation within the campsite. 2. The staff of the campsite are authorised to confiscate bicycles of minors who ride at a speed greater than the limit indicated above or in such a way as to be of danger to others; the bicycle will be made available to the adult who is responsible for the minor. In the event that this violation is committed by an adult, the latter will be issued with a written warning; in the event of reiteration of the conduct, they will be prohibited from using the bicycle within the campsite.

29. Parking spaces - 1. The campsite is equipped with specific unmanned parking spaces located in the adjacent areas. 2. Obstructing emergency exits with any means is absolutely prohibited, under penalty of forced removal. If the obstruction is reiterated for a third time by means of the same vehicle, the latter will be confiscated and returned to the owner on conclusion of the stay.

30. Damages and theft. Liability - 1. Puntala Campsite shall not be liable for any damages or theft affecting motor vehicles, motor cycles, bicycles and in general means of transport, the property left in the same, parked within the campsite or in the parking spaces in the adjacent areas.

CHAPTER III - Handling of Emergencies

31. In the event of fire - 1. Specific alarm systems are positioned within the campsite (acoustic sirens) which in the event of serious fire will emit signals for three consecutive times at regular intervals. On occurrence of said event, the customers will have to reach the "temporary assembly" points in an orderly fashion, indicated by the specific signs located in Via Costiera and Via PuntAla, care of which they will await the emergency team which will lead them to the closest general assembly points indicated by specific signs.

32. In the event of other emergencies - 1. In the event of health emergencies, serious natural events, situations of public safety, accidents at sea: contact the Campsite staff if available or consult the information board at the entrance which shows all the telephone numbers for requesting help.

PART IV - Responsibility

33. Responsibility of the customer and/or the guests - 1. The customers and/or their guests are personally responsible vis-à-vis Puntala Campsite and/or third parties for any damage to persons and/or property, direct and/or indirect, for any reason caused as a result of conduct adopted in violation of the provisions of this agreement and/or the others in force insofar as applicable.

34. Responsibility of the Campsite - 1. The structure does not accept responsibility for the purposes of the accommodation rates and/or compensation of damage in the event of power/water cuts or technical breakdowns of the installations; it is not responsible for theft of property (bicycles and vehicles



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in general) or money which takes place in the structure or its appurtenances and is liable within the limits of the insurance with regard to money deposited; it is not responsible for accidents caused by natural elements, such as wind, rain and similar, the falling of branches or pinecones or other parts of vegetation (resin, needles, leaves) in concurrence or otherwise with atmospheric events, the presence of any kind of insect or wild animal in the woody areas of the structure, animals which are normally present in the Mediterranean woods such as those in which the campsite is found and which form part of the same, the customer duly noting that this is part of the nature of the place in which the structure is located; it is not responsible for accidents caused by guests or their equipment or vehicles. 2. In the event that Puntala Campsite in order to meet the legislative and/or safety obligations and/or those for protecting the pine forest, is forced to cut trees down, and/or any type of vegetation, leading to an inevitable deterioration of the shady areas present within the campsite, the customer expressly exonerates Puntala Campsite from any responsibility vis-à-vis themselves for not having been able to avail of the pre-existing shade no longer present and for the possible disturbance caused to the peace and quite due to the operations which have become necessary.

35. Lost property - 1. Property lost or abandoned and subsequently found within the campsite must be handed over to Management for the fulfilments laid down by law and will be kept at the disposal of the owners care of reception for a period of 30 days as from being found.

36. Termination and penalty clause - 1. The violation of Articles 15.1, first part, 16, sections 1, 2 and 5 and 20.1 of this agreement leads to immediate termination of the same, with the obligation for the customer and their guests to leave the accommodation within the 6 hours following receipt of the communication of termination, as well as, by way of penalty clause, pay the amount of the entire stay booked, even if that availed of is shorter, with the right of Puntala Campsite to receive compensation of the damage. 2. Any delay in arrival beyond 5.00 p.m. on the day after the date of envisaged arrival (no-show) will lead to the immediate termination of this agreement, with the right of Puntala Campsite to compensation of the damage.

PART V - Final provisions

37. Changes - 1. Any change to the supply regime of the campsite services which does not contrast with the provisions of this agreement is made public via the specific notice board located at the entrance of the structure. 2. Any changes authorised for an individual customer are communicated to the same in writing and must be exhibited upon mere request by the staff of the structure. This departure does not represent a source of equivalent right in favour of third parties.

38. Disputes - 1. This agreement is subject to Italian law and for each interpretation pertaining to the matters laid down or with regard to any matters not envisaged, express reference is made to the legal provisions and in the absence thereof to customs and practices.

39. Transfer of the agreement - 1. This agreement, the rights and obligations which derive therefrom shall be automatically transferred, without the need for any consent from the customer, as a result of mergers, incorporations, disposals of businesses or business segments exclusively regarding Puntala Campsite. 2. Puntala Campsite does not accept the transfer of this agreement by the customer to third parties.

40. Internal regulations - 1. The customer is obliged to observe the internal regulations of the structure which are exhibited at the entrance of the structure, are visible and available for downloading on the website www.campingpuntala.it and which by means of signing this agreement they declare they have examined with regard to every provision and accept.

41. Closing clauses - 1. Any tolerance by Puntala Campsite, referring to the conduct of the customers and/or their guests which is in violation of the matters envisaged by this agreement, does not represent any such waiver of the related rights which are due to the same on the basis of the same clauses. 2. In the event that any contractual clause should emerge, for any reason whatsoever, as non-compliant with binding provisions of the law, the same will be ineffective, without prejudice to the validity of the remaining clauses. 3. This agreement represents the integral manifestation of all the agreements reached between the parties and completes the discipline of their rights and obligations with regard to the subject matter of said agreement. Any possible previous and differing written and oral agreement, both between the parties, and vis-à-vis third parties, as far as this agreement is concerned, is understood to be cancelled and lacking effect. 4. With regard to any amendment to the terms and conditions of this agreement, written form is required under penalty of invalidity.

Read, approved and signed

Date _____ Signature of the customer _____

Pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, I declare that I have read and expressly accept the clauses as per Articles 4. Reservation costs; 5. Deposits; 6. Right to withdraw and penalty clause; 7. Duration of the stay and early departure; 9. Tourist Tax; 11. Late arrival and no-shows; 12. Allocation of the pitch ("Campsite customers"); 21. Pets; 30. Damages and theft. Responsibility; 33. Responsibility of the customer and/or the guests; 34. Responsibility of the Campsite; 36. Termination and penalty clause; 38. Disputes; 39. Transfer of the agreement; 40. Internal regulations.

Read, approved and signed

Date _____ Signature of the customer _____

