

## Terms&Conditions

### 1. Introduction

The following general terms are an integral part of the agreed contract between you and Is Molas S.p.A (Is Molas) with registered office in Is Molas, Pula (Cagliari), Italy, with share capital of EUR 10.398.437 and registered with the Companies' Registry of Cagliari, Fiscal Code and VAT No. 02082300209.

### 2. Stipulation, conclusion of the contract and payment conditions

All the requests for reservation of accommodation shall be made through the web site [www.ismolasresort.com](http://www.ismolasresort.com); the required deposit, as better specified below, shall be paid reaching Is Molas at the number +39 070 9241006 or via email at the following address [booking@ismolasresort.com](mailto:booking@ismolasresort.com). Once a reservation is confirmed it will be considered completed only with the receipt, by Is Molas, of a deposit in Euro equal to the 30% of the rent amount that will be communicated by Is Molas, as the case may be, to the intermediary or to the client (the “**Reservation Deposit**”). In addition to the Reservation Deposit, a further deposit of 40% shall be made at least 60 days before the arrival date. The balance of 30% shall be made at least 43 days before the arrival date (the “**Final Deposit**”). Reservations made within 30 days before the arrival requires a deposit of 100% to be made by credit card or bank wire transfer. Failure to pay any of the above-mentioned deposits will cause the reservation to be void.

In accordance with article 52 of the legislative decree 6 September 2005 n. 206, in case of off-premises or distance contract, withdrawal right may be exercised within 14 days from the acceptance of this Agreement, through registered letter to Is Molas.

A reservation will not be considered valid unless the booking form hereto attached is correctly filled and included in the reservation request. Only guests that are included in the booking form and in the reservation requests will be allowed the stay.

### 3. Performance and prices

1. The published prices are weekly and refer exclusively to the cost of the accommodation. Additional charges occupancy taxes, additional cleaning and/or additional services are not included and shall be paid during the stay unless differently specified in the invoice.

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2. Minimum stay during high season: 7 nights, from Saturday to Saturday.

3. The maximum stay is 30 days.

#### 4. External services

Is Molas may advertise the opportunity to purchase products or services from independent third-party suppliers. The following provisions apply to all external services:

- all information on the Is Molas' website or otherwise communicated by Is Molas regarding external services has been provided to Is Molas by independent suppliers. Such information does not constitute any endorsement or recommendation of the external service by Is Molas and is for general guidance only. Is Molas does not have any involvement in or control over the provision of external services.

#### 5. Prices modifications and performances

Is Molas reserves the right, at any moment, to make changes to the published prices or to the description of the facilities. Is Molas will make the best efforts to communicate any changes before the confirmation of the reservation. Clients have the right to terminate the Agreement in case of changes in the prices or other relevant amendments within 5 days from the communication, by Is Molas, of the relevant changes; in this case Is Molas undertakes to return any amount already received.

#### 6. Arrivals and departures

Arrival time is between 4.00 pm and 7.00 pm and on departure day the room must be vacated by 12:00 noon. The property is entitled to apply exceptions on check-in and check-out times stated above. If needed, you may contact the property and schedule a different arrival time.

Late arrivals or early departures before the agreed day do not entail any refund.

Extensions of the agreed stays shall be requested and communicated to Is Molas through the following number +39 070 9241006.

#### 7. Cancellation of the contract from the client

Unless otherwise agreed or unless the reservation includes special terms, confirmed reservations could be canceled: (i) until 61 days before the agreed arrival date with a penalty equal to the 30% of the price of the stay specified by Is Molas in the confirmation of the reservation; (ii) from 60 to 44 days before the agreed arrival date with a penalty equal to the 70% of the price of the stay specified in the confirmation of the reservation; and (iii) from 43 days before the agreed arrival date with a penalty equal to the 100% of the price of the stay specified in the

conformation of the reservation. The entire cost of the stay will be applied for reservations not canceled before on or after the day before the agreed arrival date or in case of NO SHOW

## 8. Cancellation of the contract from Is Molas

Is Molas will strive to honour the specifically contracted accommodation; when unable to provide the contracted accommodation Is Molas will arrange, with the consent of the guests, accommodation of the same standard and value; if no alternatives are available or the guests does not accept any other alternative, Is Molas will provide a full refund of the stay that has not been executed.

Is Molas will not be liable for any change or cancellation of any reservation that is caused, in whole or in part, by events, occurrences, or causes beyond the control of Is Molas. Such events, occurrences, or causes include, without limitation bad weather conditions, strikes, lockouts, riots, acts of war, earthquake, ash clouds, tsunamis, fire and explosions.

## 9. Obligation of the client

A deposit payable by credit card or bank wire transfer will be required to the guest before the delivery of the keys of the accommodation. The deposit will be refunded 14 days from the departure date; Is Molas reserves the right to withhold any amounts received in case of damages on the properties or if the guest leaves the apartment in dirty conditions.

Guests shall be responsible for any damage caused to the rooms, furnishings, utensils and equipment therein caused by or attributable to any act, omission, default or neglect of the guest, his/her invitees or visitors and will pay to Is Molas on demand the amount required to remedy any such damage.

## 10. Order, cleanliness, heating

Upon departure, all the guests are required to leave the residences cleaned and in order. For the final cleaning, guests are not required to clean the kitchen and to throw away the garbage.

## 11. Complaints and request to repay

In case of differences with the confirmed reservation, guests may refer to [booking@ismolasresort.com](mailto:booking@ismolasresort.com). If [booking@ismolasresort.com](mailto:booking@ismolasresort.com) is not able to solve the situation, guests may contact Is Molas at the following number +39 070 9241006. Complaints shall be submitted within 7 day form departure.

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## 12. Exclusion of liabilities

Is Molas shall not be considered liable in case of:

- a) any negligence or omission attributable to third persons;
- b) damages or losses deriving from theft;
- c) hitches in supply of water, gas or electric power caused by bad weather conditions.

Is Molas' liability for all losses will be limited to the cost of the accommodation fees and charges payable by the guest.

Is Molas has no liability for deaths or personal injuries unless arising as a result of negligence or the negligence of Is Molas' agents or employees.

## 13. Force Majeure

Is Molas shall not be considered liable in case of losses, breaches or delays caused by any event arising beyond its control, which Is Molas could not foresee and/or reasonably avoid or overcome including but not limited to:

- War, revolution, insurrection, or hostilities (whether declared or not), acts of terrorism.
- A riot, civil commotion, or a civil uprising.
- Earthquake, flood, tempest, hurricane, lightning, or other natural disasters.
- Any fire or explosions of major proportions.
- Strike, lockout, or other industrial disturbance.
- travel warnings from governmental authorities of one of the parties.

## 14. Place of jurisdiction

This Agreement is governed by Italian law; Court of Cagliari shall have exclusive jurisdiction for any disputes deriving from this Agreement, in any way, including its performance, validity, enforceability, interpretation and any dispute arising from the reservation of any accommodation.

By confirming a reservation you expressly acknowledge and accept Is Molas terms and conditions.

Should provisions of this contract be or become invalid or unenforceable in part or in whole, this shall not affect the validity or the enforceability of the other provisions.

Under Articles. 1341 and 1342 of the Italian Civil Code the parties declare to have read, to know and specifically approve the following clauses: 2 (Stipulation, conclusion of the contract and payment conditions); 4 (External services); 5 (prices modifications and performances); 7 (Cancellation of the contract from the client); 8 (Cancellation of the contract from Is Molas); 9

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(Obligation of the client); 12 (Exclusion of liabilities) ; 13 (Force Majeure); 14 (Place of jurisdiction).

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Registro delle Imprese di Cagliari n. 233771 – Codice Fiscale e P.iva 02082300209 - Capitale sociale Euro 10.398.437,00 i.v.  
Società soggetta all'attività di direzione e coordinamento di IMMSI S.p.A. Reg. Imp. MN n. 07918540019

## ANNEX 1

### Booking Form

Is Molas SpA

Loc. Is Molas 09050 Pula, Cagliari - Sardinia – Italy

Registered in Companies Register of Cagliari (Rea) n° 233771, Fiscal Code and VAT No. 02082300209

**COMPILE AND SEND BY FAX TO +39 0709241002 OR BY MAIL If you have scanning facilities, you may email the completed form and photocopy to us [booking@ismolasresort.com](mailto:booking@ismolasresort.com).**

**ATTACHING:**

- 1. TERMS AND CONDITION COUNTERSIGNED IN EVERY SECTION**
- 2. PRIVACY**

*I, the undersigned (from now on called "contractor")*

**Name of contractor** .....

**Surname of contractor** .....

Date of birth .....

Address .....

Zip Code ..... City..... Province ..... State.....

Int Area Code .....Telephone..... Mob ..... Fax.....

E-mail .....

Passport (or ID card) Number .....

*You have reserved, by name and on behalf of the contractor, and by name and on behalf of the guests listed under point 5):*

1) DESTINATION: .....

2) PROPERTY NAME: .....

3) FROM ..... TO .....

4) NUMBER OF PARTICIPANTS (including contractor)

ADULTS.....INFANT 0-6 YEARS.....CHILDREN 7-12 YEARS.....

5) FIRST/LAST NAME AND DATE OF BIRTH OF PARTICIPANTS (excluding contractor)

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6) SPECIFIC REQUESTS/OTHER SERVICES:

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***The contractor intends to reserve, by name and on his/her behalf, as well as by name and on the behalf of the people listed in the previous point 5), the indicated services in this reservation form***

YES  NO

.....  
(Signature of contractor)

***I declare on behalf of myself and the other members of my party that I have read, understood and agree to be bound by the Is Molas SpA and [www.ismolasresort.com](http://www.ismolasresort.com) Terms and Conditions (attached to the present registration form). I am over the age of 18 years.***

YES  NO

.....  
(Signature of contractor)