

CONTRACTUAL AND GENERAL CONDITIONS

The present contract will be regulated by the Italian Law.

1. Contractual Information

- 1.1 Information relative to the professional: The present General Conditions disciplined the purchase of goods and/or services by the consumers part carried by remote, by telematic web, on the site www.approdothalassospa.com, of NILA S.R.L., with legal office in 84048, Castellabate (SA), via Porto, snc – VAT number 05868910653, R.E.A of Salerno Nr. 480159, (afterwards “Approdo Resort Thalasso SPA”). To keep in touch with the Approdo Resort Thalasso SPA, or for introduce some complain or ask for some information, the consumers, over the address up mentioned, can use the followed e-mail address: info@lapprodo.it
- 1.2 Information relative to the contract closed by the consumers: All the information prescribed to the applicable normative, o from the nature of the contract, relative to each single contract closed by the web site of the Approdo Resort Thalasso SPA, included by the sole illustrative and non-exhaustive purpose, to the principal characteristic of goods and services, to them price (taxes comprehensive), to the additional charges of shipping, delivery or postal and every other cost, to the payment method, delivery time of the goods or the execution of the order, to the eventually duration of the contract, to the eventual minimal duration of the consumer obligation, will be specified in the order module that will be accepted end sent electronically to the consumer, with express acknowledge towards the consumer itself that to the shipping of the order implicate to them the payment obligation. If, to the submitted cause of the nature of the contract or the goods or service ordered, one or more of the above-mentioned shouldn't be available at the moment of the presentation of the order, to the consumers will be communicate the calculation method of the same; if other expenses or cost lead to the contract or for it execution couldn't be determined at the moment of the order the consumers will be informed of these circumstances and the possibilities of these expenses and costs that are successively charged.
- 1.3 Information relative to the consumers right: All the information relative to the right recognize to the consumer by the normative applied, like for example to the only illustrative and non-exhaustive purpose, the information relative to the recess right (when applicable), with the warranty of the conformity of the goods, to the eventually post selling assistance, to the treatment of the personal data, to the modality throughout proceeding by the purchase on the web site of the professional, will be specified in the present General Conditions.
- 1.4 Information relative to the normative applicable: All the closed contract by the consumers by the web site of the Approdo Resort Thalasso SPA will be completely regular by the disposition that follows and by the documents, instructions and informative to which they referred, in conformity to the prediction of the D.lgs. n. 196/2005 (bearing the Consumers Code), D.lgs. 70/2005 (bearing the normative in matter of electronic commercial), to D.lsg. 29/2010 (bearing normative in matter of services of the internal market), D.lgs. 196/2003 (bearing the Privacy Code). All of this non expressly disciplined by the present General Condition and the legislation up indicated will be disciplined by the Civil Code.

2.Acquirent engagements

The present General Condition of Selling, available on line on the web site www.approdothalassospa.com , are make available to the consumers where they can print it in other words save it in digital form on it's memory computer. The consumers should examine the present General Condition with attention before proceeding to the purchase of products and/or services on the Approdo Resort Thalasso Spa site. In any case, before complete the telematic procedure of forewarning the order of purchase, the present General Condition are showed to the consumers, and the same must proceed to the integral and unconditional acceptance by the apposition of a flag in the dedicated cell before proceeding to the purchase.

3. Contract drafting

The order sent by the web site of the Approdo Resort Thalasso SPA by the consumers is a contract offer that NILA srl reserves to accept. It is necessary verify if the indicated amount for the services and /or the goods chosen is correct before proceeding to sending the order. At the moment of the sending the order by the virtual interface of the site, the consumers will be required to press a virtual button that certified that the consumer noted that the sending of the order and the successive acceptance by the Approdo Resort Thalasso SPA will result the payment of a price. The contract will be perfected with the sending of the order, by the web site, of a summary e-mail of the services and /or the goods ordered and other essential elements of the contract to the e-mail address indicated by the consumers at the moment of sending the order, this e-mail communication will take place as a function of acceptance of the order sent by the consumers.

4. Condition and modality of payment of the price

The payment is carried out immediately after the order of goods and/or services before its supply, choosing the modality selected by the Buyer during the telematic procedure of purchase, modality that are specified in prominent way by the web site of the Approdo Resort Thalasso SPA.

The indicated price comprehend with taxes when due.

5. Recess and refund

To the sense of the article 52 of the Consumers Code, the Buyer have available a 14 day period, elapse by the date of contract stipule or delivery (in case of purchase of goods), to recess the contract. All the information relative to the right of recess and refund of the purchase are available by our web site.

6. Supply – Use - Services validity

Virtual expedition – For the services that the client will have chosen the option of virtual expedition will be sent a voucher to the e-mail address indicated by the consumers.

Physical delivery - For the voucher that the consumer will have chosen the option of physical delivery, there will be sent by courier to the address indicated by the consumer itself. In this case can be applied shipping costs in any case indicated in the act of purchase.

Using and validity of a voucher - For the use of voucher services it must communicate at the act of reservation e delivery to the user to the reception of the structure at the moment of the fruition of the services inside contents. The presentation of the service will be happen only after the presentation of the gift certificate and on the availability. It is necessary therefore abide to the normative on reservation where present. The validity is indicated on the voucher, virtual or ordinary, starting from the date of emission, elapsed that fall definitely the right of use the services. No refund is gived for the unused services. In case of more services included in the same gift certificate these should must utilized the same day.

In case of loss, theft, damage, unutilized or expiry of the voucher the consumer can't have no right and no refund.

7. Information and complain, Warranty of Conformity, Privacy and Guide to purchase.

For every clarification and/ or every complain Approdo Resort Thalasso SPA can be contacted to the addresses and phone call specified by the Art. 1.1 of the present General Condition. The goods sell by the Web of the Approdo Resort Thalasso SPA are covered by the warranty of conformity due to the disposition of the Articles 128 and the Code of the Consume (D. Lgs. 206/2005).

The informative of the treatment of the consumers personal data that purchase goods or services by the web site of the Approdo Resort Thalasso SPA are available on our web site: Privacy Policy .

To correctly perform the purchase operation on our web site of the Approdo Resort Thalasso SPA it is possible consult the guide available.

Withdrawal instruction- to the senses of the art. 49, comma 4, Consumers Code

Right to Withdrawal

You have right to withdrawal from the contract, without indicate a reason, by 14 days. The withdrawal period expiry after 14 days.

- (i) From the day of the contract conclusion, in case of purchase of a service; or (ii) from the day that you or a third one, different from the vector and designed by you, acquired the physical possess of the goods, in case of purchase of a good.

To express the withdrawal right, You are attempted to inform us about your decision to whitdrawal from the present contract by an explicit declaration (for example a letter sent by post, fax or by e-mail). Your declaration of recess can be sent

- (i) By the following address if sent by post:
Approdo Resort Thalasso SPA, Via porto snc 84048, Castellabate (SA)
- (ii) By the following address if sent by e-mail: nilasrl@pecaruba.it

To respect the withdrawal deadline, it is sufficient that You sent a communication relative to the exercise of the recess right before the expiry of the withdrawal deadline.

Withdrawal Effect

If You withdraw from the present contract, They will be refund all the payments that you have carried out in our favor, delivery costs included (made an exception the additional costs derived by the your eventually chosen of the different kind of delivery service less expensive of the standard delivery service offered by us), without undeserved delay and in any case no further than 14 days starting from the day that wee are informed about your decision of withdrawal from the present contract. These refunds will be carried out by using the same payment method that You have been used for the initial transaction, unless that You doesn't have otherwise expressly arranged; in any case, you shouldn't bear any cost as consequence of the refund.

Remember that, to the sense of the art. 59, comma 1, letter e), D .Lgs 205/2006 (bearing the Code of Consume), the withdrawal right is excluding relative to the supply of goods perfectly sealed that do not let lend themselves of being return for sanitary reason or linked to the protection of health care and there are opened after the delivery. Remain safe in every case the legal warranty of conformity.

EXTENSION

Can be extended only the Voucher that are not yet expired and not yet utilized. The extension expected is of 2 month from the expiry date write on the Voucher and it is not possible to extend the validity of the voucher for more than one time.

The expected costs for the extension of the Voucher is 10€ for each person.

In case of the extension of the Voucher, remain fixed, as compatible, the utilization conditions accepted in the phase of purchase of the voucher extended.

Consult by the follow the complete text about the General Condition of Extension.

DIRECTION FOR THE EXTENSION

Sent an e-mail to info@lapprodo.it

After the payment has been made you will receive a new copy of the Voucher with the date of expiry rectified.

GENERAL CONDITION FOR THE EXTENTION OF THE VOUCHER COMMERCIALIZED BY THE APPRODO RESORT THALASSO SPA –NILA SRL

1. Contractual information

- 1.1 Information: The present General Condition disciplined the operation of the voucher extension, commercialized by APPRODO RESORT THALASSO SPA – NILA SRL (in the following only voucher), by consumer made at a distance, by telematic web, on the site www.approdoresortthalassospa.com, of NILA SRL, with legal offices in 84048, Castellabate (SA), Via Porto, snc, VAT number 05868910653, R.E.A of Salerno Nr. 480159, (afterwards “Approdo Resort Thalasso SPA”). To keep in touch with the Approdo Resort Thalasso SPA, or for submitted some eventually complain and to ask some information, the consumers, over the address up mentioned, can use the following e-mail address: info@lapprodo.it
- 1.2 Information relative to the fulfilled contracts by consumers: All the prescribed information by the normative applicable, or by the nature of the contract, relative to every single fulfilled contract by the website of the Approdo Resort Thalasso SPA, include the one illustrative and non exhaustive, the principal characteristic of the goods or services, to them price (taxes comprehensive), to the additional shopping charges, delivery or postal and every other cost, to the payment method , to the delivery time of goods and the execution of the order, to the eventual duration of the contract, to the eventual minimum duration of the consumer duty, will be specified in the order module that will be accepted and sent electronically by the consumer, with express recognition by the consumer itself that the sent of the order involve charged to you a payment obligation. If, by a cause of the nature of the contract or the goods or the service ordered, one or more the above information cannot be available at the moment of the order presentation, the consumer will be punctually informed, if the price can't be determined at the moment of the order, to the consumer will still be communicated the mode of calculation of itself and only have made these order information it will be considered as definitively, other expenses or costs afferent to the contract or on its execution can't be determined at the moment of the order the consumer will be informed about these circumstances and the possibilities of these expenses and costs will be successively charged.
- 1.3 Information relative to the Consumers right: All the information relative to the right recognized to the consumers by normative applicable, such as only for illustrative and non-exhaustive purpose, the information relative to the withdrawal recess (when applicable), to the warranty of goods conformity, to the eventually post-selling assistance, to the treatment of the personal data, to the modality through which proceeds to the purchase on the web site of the professional, these will be specified in the present General Conditions, or in the documents referred to in them and that are accessible by our website.
- 1.4 Information relative to the normative applicable: All the fulfilled contracts by the consumers by the website of the Approdo Resort Thalasso SPA will be integrally regulated by the disposition that follows and by the documents, instruction and informative referred to in them, in conformity to the prevision of the D. Lgs n.206/2005 (bearing the Code of Consume), to the D. Lgs 70/2003 (bearing the normative in matter of electronic commercial9, to the D. Lgs29/2010 (bearing the normative in matter of services on the internal market), and to the Regulation (EU) n.2016/679 and to D. Lgs.

196/2003 (bearing disposition in matter of protection of personal data). All of this non-expressively disciplined by the present General Condition and by the legislation up indicated by the Civil Code.

2. Buyer's Commitments

The present General Condition of Extension, available on line www.approdothalassospa.com, are made available to the consumer that can print it or saving them in digital form on its computer memory. The consumer should examine the present General Condition with attention before proceeding with the extension of the Voucher. In every case, before completing the telematic procedure of forewarning of extension, the present General Condition are showed to the consumers, and the same must proceeds to the integral and unconditionally acceptance by the apposition of a flag in the box indicated before proceeding with the purchase.

3. Contract Stipulation

The purchase sent by the website of the Approdo Resort Thalasso SPA by the consumers it's a contractual offer that NILA SRL reserves to accept. It's necessary verified if the amount of the cost indicated by the extension of the services chosen is correct before proceeding to the sending of the order. The contract will be perfected with the sending, by the site, of a summary e-mail by the services ordered and other essential elements of the contract to the e-mail address indicated by the consumer at the moment of sending the order, these e-mail communication will take place as acceptance function of the order sent by the costumer.

4. Terms and Conditions of price payments

The payment of the cost relative to the extension of the Voucher should be performed after the request and before the supply of the new Voucher with extension, according to the indication provided by the Approdo Resort Thalasso SPA. The price indicated comprehend the VAT when due.

5. Withdrawal and refund

To the sense of the article 52 of the Consumers Code, the buyer feature a 14 days period, starting from the date of contract stipulation or delivery (in case of purchase of goods), for withdrawal of the contract. All the information relative to the withdrawal right and to the refund of the purchase are available on our website.

The withdrawal cannot be practiced if in the term guaranteed for the exercise of the withdrawal if the Voucher has been used

6. Prices, Conditions and Validity of extension

Can be extended, for one time, only the Voucher non-expired and not yet utilized. Made an extension, the validity of the Voucher is extended for a 2 month period over the initial expiry date.

The cost expected for the extension of the Voucher is equal to 10€ each person.

In case of extension of the Voucher, remain stationary, as compatible, the usability condition of the Voucher accepted in phase of the purchase of the same.

7. Information and complain, Warranty of conformity, Privacy and Guide to the Purchase

For every clarification and/or eventually complain the Approdo Resort Thalasso SPA can be contacted to the address and contact details specified by the article 1.1 of the present General Conditions. The goods sold by the website of the Approdo Resort Thalasso SPA are covered with a warranty conformity in deference to the dispositions of the Articles 128 and ss. Of the code of Consumer (D. Lgs. 206 / 2005).

The informative on the treatment of the consumers personal data that purchase goods or services by the website of the Approdo Resort Thalasso SPA is available on our website.