

## **REGULATION OF BATHING ESTABLISHMENTS 2024**

# BAGNI DELFINO, BAGNI DIANA, SOLARIUM DELLE TARTARUGHE

OPENING HOURS OF THE ESTABLISHMENT: 8.30 A.M. - 7 P.M. BATHING ACCESS HOURS: 9.00 A.M. - 7.00 P.M.

- **Art. 1.** Use of private cabins, shared locker rooms and equipment is allowed only to persons declared in advance at the plant's cashier's office or at the offices of Gestioni Municipali S.p.A. (hereinafter abbreviated G.M. S.p.A.). Additional accompanying persons will have to pay the entrance fee (daily) or rent additional equipment if the number is greater than that declared at the time of presentation.
- **Art. 2.** The private cabin can be used by 4 people (2 adults + 2 children up to 14 years old) together with the rental of the parasol.
- **Art. 3.** A deposit of €200.00 per month and per umbrella; an additional €100.00 for periods longer than one month and per umbrella; and €100.00 for periods less than one month and per umbrella must be paid at the time of booking.

# Customers must keep the receipt of the payments made in order to present them in case of refund, otherwise no refund will be due.

In case of cancellation by the customer, the sums paid will be retained by G.M. S.p.A. as a penalty, however if the customer communicates the cancellation of the reserved place within ten days from the starting date of the period by registered mail A.R. or by PEC (<a href="mailto:gestionimunicipali@pec.confcommercioim.it">gestionimunicipali@pec.confcommercioim.it</a>), the amount paid will be refunded, minus the expenses <a href="mailto:for a lump sum amounting to 20% of the deposit paid">gestionimunicipali@pec.confcommercioim.it</a>). No refund or compensation is provided for the postponement of the date of arrival or for any cancellation of the reservation if it is communicated after the above deadlines, i.e. ten days before the beginning of the period of stay, nor for any unused periods.

Refunds made by the Beaches Office will be issued once a month and the minimum amount of refund, transmitted by bank transfer to the beneficiary User, is set at €50.00 minus shipping costs.

- Art. 4. The balance of the amount due must be paid imperatively upon arrival at the Cashier's Office of the chosen bathing establishment, in the following ways:
  - reservations up to 6 days: also in cash;
  - reservations over 6 days: payment exclusively by debit card, credit card or check.

Equally, upon arrival at the Cashier's Office of the chosen bathing establishment, identification documents of the persons who will use the establishment's facilities must be presented.

- **Art. 5.** I clienti dovranno sempre tenere con sé la ricevuta per eventuali controlli. Le persone non munite della ricevuta e trovate a far uso delle attrezzature dello stabilimento, dovranno pagare il prezzo pieno dell'ombrellone per l'intera giornata.
- Art. 6. In case of loss of the cabin key, the customer must pay the sum of 10.00 €.
- **Art. 7.** In case of no-show c/o the chosen establishment, the reservation will be maintained **until the third day** from the beginning of the booked period, after which it will be considered forfeited and G.M. S.p.A. may, without prior notice, rent the reserved place to others.

In case of late arrival, changes of period for the months of July and August in the first, second and third rows, the customer must give timely notice (by telephone, by e-mail, and in any case before the day of the beginning of the booked period) to G.M. S.p.A., which will maintain the place, which must, however, be paid for the entire booked period.

**Art. 8.** At the time of booking, it is mandatory to declare the number of persons, children and/or teenagers who will use the establishment. Children must pay admission from the age of 6 (six) years up to the age of 14 (fourteen) years, over the age of 15(fifteen) the "boy/adult" admission is charged. Valid identification documents or self-certification must be presented upon request of the cashiers.



- Art. 9. A maximum of 5 people (no more than 3 adults) can stay under the umbrella. The third adult and/or children have to pay the corresponding additional entrance fee. It should also be noted that the third adult and/or children, by paying the entrance fee, will use all the services of the bathing establishment, but will not be allowed to add any facilities (additional sunbed, chair or towel, etc.). In any case, it is not possible to spread towels in any part of the establishment. People in excess will be turned away. The umbrella package without private cabin includes 2 adults plus 2 children up to 5 years old, while the package with private cabin includes 2 adults plus 2 children up to 14 years old.
- Art. 10. <u>Subletting the umbrella and equipment to others is strictly prohibited</u>. The user must notify the cashier if he/she discontinues use of the equipment before the expiration date. <u>Persons found making use of other customers' equipment will be immediately removed from the establishment</u>. If the reserved period is used by several people at different times, all the master data of the users must be entered at the time of reservation, after which it will no longer be permitted to change and/ or add names.

The customer who for various reasons does not use, partially or fully, the booked and paid period can make use of the sharing service through the portal or app spiagge.it and make their umbrella available to others, obtaining, in case it is resold, a credit in partial reimbursement of the amount paid. This credit amounts to 50% of the daily price of the overlapping reservation. This credit can be used for extensions and/or subsequent reservations. To do this, the customer must register on spiagge.it with the same credentials (e-mail address) used for the reservation made.

For more information, we recommend visiting the website www.gestionimunicipali.com.

Customers who take advantage of the sharing mode will not lose the priority acquired for the following year's reservation.

- Art. 11. For the months of July and August, reservations of less than one week will not be made.
- **Art. 12.** For the months of July and August, reservations for less than two weeks will not be made in the first, second and third rows.
- **Art. 13.** It is forbidden to leave items such as mats, toys, towels, swimsuits, etc. on the beach. G.M. S.p.A. disclaims any responsibility in this regard. Similarly, G.M. S.p.A. is not responsible for any theft of money, valuables, clothing and objects of any value or damage to the same, sheltered in the appropriate common warehouses or private cabins, even in the presence of any burglary, at any hour of the day or night; G.M. S.p.A. is also not responsible for objects of any value and sums of money left on the beach. It is also forbidden to occupy the spaces between the umbrellas and in the passages.
- **Art. 14.** Users are required to compensate for any damage caused (through their own fault and/or negligence) to the establishment's equipment.
- Art. 15. G.M. S.p.A. shall not be liable for loss and/or damage to items, clothing, or otherwise caused by adverse weather or sea conditions.
- **Art. 16.** No refund is due in case of bad weather or natural disasters. In the event of high tide or storm surge, users have no rights to reimbursement.
- **Art. 17.** In the event that the state of the sea is judged to be dangerous, i.e. there are dangerous situations, a red flag will be raised. This signal advises against bathing, and G.M. S.p.A. disclaims all responsibility to those who do not observe this warning. On days of strong winds the yellow flag will be hoisted, consequently umbrellas must remain strictly closed. Each customer, under these circumstances is required to observe the instructions of the beach staff. In any case including favorable weather conditions it is recommended not to cross the orange buoys delimiting the swimming area.
- **Art. 18.** Regarding rules of behavior and safety, express reference is made to the ordinances issued for this purpose by the Imperia Harbor Master's Office and the Mayor of Diano Marina.
- Art. 19. Water supply of all services (hot shower, cold shower, toilets, etc.) ceases at 7 p.m.



- **Art. 20.** All those who use the services of the establishments managed by G.M. S.p.A. declare at the time of booking that they know and accept these Regulations without exception and that they have received a copy of them. Upon the second violation of Art. 9, 10, 17, the offender will be asked to leave the establishment, with reimbursement by G.M. S.p.A. for the period not enjoyed.
- **Art. 21.** Regarding the disposal of any beached seaweed, including time and manner, express reference is made to R.L. no. 13/99 art. 3 c.1 lett. g. No reimbursement is provided for any inconvenience due to this condition, including collection, storage and clearing operations.
- **Art. 22.** It is the right of G.M. S.p.A. to be able to add rows in addition to those already installed. The customer may be repositioned under the same condition in the place assigned to him.
- **Art. 23.** Booking procedures for the 2024 BEACH SEASON will be published and updated on the website <a href="https://www.gestionimunicipali.com">www.gestionimunicipali.com</a>. In view of the availability of places on the beach, each year G.M. S.p.A. unambiguously and unquestionably determines which criteria to adopt in order to offer a reservation priority to the disabled, residents and customers who have used the beach umbrella for a long and continuous period in the previous year. The criteria may vary from year to year and in no case constitutes a vested right.

During the course of the season, at Bagni Delfino and Bagni Diana, daily reservations will be allowed until the next day, subject to exhaustion of availability resulting from any cancellations and from umbrellas blocked to safeguard against adverse marine weather conditions.

Purchases can be made at the establishment's cash registers or online.

For in-person reservation the deposit may be made by cash, debit card, credit card, bank check, etc.

<u>For telephone reservations</u>, the deposit must be paid by money order or bank transfer <u>no later than 7 days</u> after the reservation option date.

After 7 days from the option without receipt by G.M. S.p.A. of the deposit or copy of the payment receipt transmitted by e-mail (<a href="mailto:spiagge@gestionimunicipali.com">spiagge@gestionimunicipali.com</a>), the option will be cancelled.

For both payment methods, specify in the reason for payment the chosen establishment and the last name and first name of the reservation holder.

The reservation is valid from the day the money order or transfer is cashed.

**Money order**: addressed to GESTIONI MUNICIPALI S.p.A. Piazza Martiri della Libertà 4 - 18013 Diano Marina (IM)

#### Wire Transfer:

## BANKING COORDINATES Gestioni Municipali S.p.A.:

BPER BANCA - Diano Marina Branch

IBAN: IT54 W053 8749 0000 0004 7255 646

BIC: BPMOIT22XXX

For any further clarification, please visit our website www.gestionimunicipali.com.

- Art. 24. All personal data of the Dear Client will be processed according to current regulations.
- Art. 25. Discounts issued by G.M. S.p.A. cannot be combined under any circumstances.