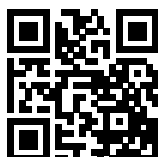




## GENERAL CONDITIONS OF SALE



BOOKING .....	3
LATE ARRIVAL, EARLY DEPARTURE AND CANCELLATION .....	4
FORM AND PROCEDURE .....	5
ARRIVAL, CHECK-IN, PAYMENT AND VISITORS .....	5
PRICE LIST .....	6
ACCOMMODATION UNIT HANDOVER .....	7
CHECK-OUT .....	9
CAMPSITE PITCH HANDOVER .....	11
DOGS AND CATS .....	11
ACCOMMODATION UNIT CHANGE .....	12
BROCHURE, WEB SITE AND COMMUNICATIONS .....	12
BEACH SERVICE .....	13
ENTERTAINMENT SERVICE, ACTIVITIES, TOURS AND EXTERNAL SERVICES .....	14
SHUTTLE BUS SERVICE .....	14
FULL- OR HALF-BOARD SERVICE .....	15
WI-FI SERVICE .....	16
CLEANING .....	16
GENERAL RULES DURING THE HOLIDAY .....	16
WASTE RECYCLING .....	18
FIXED-NUMBER BOOKING .....	18
PROMOTIONS .....	18
LOYALTY PROGRAMME .....	19
VESSELS AND JETTIES .....	19
INSURANCE AND LIABILITY .....	20
ACCEPTANCE .....	20
ONLINE BOOKING .....	21
ITALIAN VERSION .....	21

## BOOKING

1. Information received by Customers by telephone or sent to Customers by email or via the online booking system about bookings or availability shall be treated as such and are neither contractually binding nor a guarantee of availability. Customers must adhere to the following rules in order to officially make a booking.
2. Customers can only make a standard booking by sending a copy of the definitive booking offer (having requested and received the pre-filled form) signed for acceptance with a copy of the confirmed deposit payment, by fax (to: +39 0789 0998053) or by email (to: [info@isoladeigabbiani.it](mailto:info@isoladeigabbiani.it)) or by post (to: I Gabbiani srl - località Porto Pollo snc - Palau 07020 - Italy), strictly by the date specified in the Booking offer.
3. A quotation or definitive booking offer can be requested after communicating the accommodation unit type, arrival and departure dates, and the lead booking name information, by email, telephone or online.
4. It is also possible to make an online booking via the [www.isoladeigabbiani.it](http://www.isoladeigabbiani.it) site. In the event of online booking, the booking is not guaranteed until I Gabbiani srl takes payment by credit card.
5. In both cases (online booking or standard booking), the company will send an email with receipt of the deposit made/charged to the card and a general booking summary. In any case, in the absence of said confirmation, the booking should not be considered confirmed. In the case of bookings for campsite pitches, the booking should be considered confirmed only when I Gabbiani S.r.l. sends a second email of "technical conformation" after having ensured that the dimensions of the customer's vehicle are suitable for the available pitches.
6. A confirmed deposit of 50% of the total booking fee is required when booking the accommodation. A confirmed deposit of 30% of the total booking fee is required when booking campsite pitches. If the amount received as the deposit is lower than the amount requested, Customers must pay the difference upon settling the outstanding balance, on the basis of the applicable price list.
7. Bookings include solely and exclusively what is expressly stated in writing and summarised in the definitive booking offer at the stated price. Customers must carefully check and report any discrepancy between what is requested and agreed upon and what is contained in the summary. The contract and the content expressly summarised in it are binding in the event of any discrepancy.
8. Quotation requests made by email or via website forms are also not binding in any way, do not constitute a booking and are not considered valid with respect to services requested but not expressly set out in the definitive booking offer.
9. Any offers or discounts to which Customers are entitled, even if contained in the total booking fee, are not applied to the deposit to be paid; rather, they are subtracted from the overall balance. The deposit does not include any promotions.
10. If Customers wish to make changes or additions after the contract has been drafted but before the start of the holiday (changing to another accommodation unit with a different rate, extra services, etc.) the amounts not charged in the original calculations will be added up and must be paid in full at check-in, in addition to the amount stated in the original contract.
11. When signing the contract and/or checking-in, customers are implicitly declaring that they do not have specific problems, and that they do not require specific support or services.

Customers must advise the Management (ensuring that they are able to demonstrate receipt of a response) of any pregnancy, especially if high risk, allergies, illnesses, respiratory problems or risk situations before booking (or no less than 3 days before arrival). By signing the contract and/or checking in, Customers implicitly declare that they do not have any specific problems and do not need specific support or services. The Management reserves the right to verify if and/or how the company is able to meet the requirements. In any case, should Customers confirm their intention to stay as planned, they declare that I Gabbiani srl is exonerated from any consequent responsibilities.

## LATE ARRIVAL, EARLY DEPARTURE AND CANCELLATION

12. A "late arrival" is deemed to have occurred when the check-in procedure takes place on a date after the contractually scheduled date. Any late arrivals must be communicated strictly in writing, at the latest the day before the arrival date indicated in the contract. Failure to comply with this prescription authorises I Gabbiani srl to rent the accommodation unit or the pitch to another customer, with no obligation to refund. An "early departure" is deemed to have occurred when the check-out procedure takes place prior to the contractually scheduled date. Any early departures must be communicated in writing no later than the day before the contractually agreed arrival date. Failure to do so shall authorize I Gabbiani to rent the accommodation unit or pitch to another Customer, with no obligation to refund. Payment for the entire stay is always due, even in the event of a previously communicated late arrival or early departure. **In the event of cancellation of the booking by the Customer, to be communicated in any case strictly by registered post or using certified e-mail (PEC) prior to the scheduled check-in date, I Gabbiani will manage the process, taking account of whether or not the booking benefited from the reduced deposit guaranteed for Early Booking promotions.**
13. In the event of a booking that is NOT made under the Early Booking promotion, the four potential scenarios are as follows:
- **if the cancellation is made up to 30 days prior** to the start date of the booked stay, 50% of the amount paid shall be reimbursed
  - **if the cancellation is made up to 15 days prior** to the start date of the booked stay, the amount paid will not be reimbursed, but Customers will not be required to pay the outstanding balance of the booking
  - **if the cancellation is made less than 15 days prior** to the start of the booked stay (this also applies to no-shows) none of the amount paid will be reimbursed and Customers will be required to pay the outstanding balance of the booking.
14. In the event of the cancellation of a booking that IS made under the Early Booking promotion, the four potential scenarios are as follows:
- **if the cancellation is made by 28 FEBRUARY** of the year in which the stay was contractually scheduled, the cancellation shall be FREE and 100% of the deposit will be reimbursed. The cost of the "Servizio Senza Pensieri" (Carefree Service), if associated with the booking, shall not be reimbursed. The free cancellation policy does not apply to any booking that includes the "Servizio Numero Fisso" (Fixed Number Service).
  - **if the cancellation is made by 31 March** of the year in which the stay was

contractually scheduled, 50% of the deposit paid will be reimbursed. The costs relating to the “Servizio Senza Pensieri” (Carefree Service) or the “Servizio Numero fisso” (Fixed Number Service) that may be associated with the booking will not be subject to reimbursement.

- **if the cancellation is made after 31 March** of the year in which the stay was contractually scheduled, the deposit amount paid will NOT be reimbursed either wholly or partially.
- **if the cancellation is made less than 15 days prior** to the start date of the booked stay (this also applies to no-shows) none of the amount paid will be reimbursed and Customers will be required to pay the outstanding balance of the booking.

Note: no reimbursement will be given for any unused vouchers supplied to Customers as a form of courtesy compensation for past events. Unless otherwise indicated, such vouchers shall only be valid for the same period and the same duration as the unused stay.

## FORM AND PROCEDURE

15. By signing and returning the definitive booking offer and/or the check-in form signed at Reception, Customers declare that they have read and accepted the price list (which can be requested from [info@isoladeigabbiani.it](mailto:info@isoladeigabbiani.it) and from the site), as well as these general conditions of sale with the rules downloadable from the internet site [www.isoladeigabbiani.it](http://www.isoladeigabbiani.it). Furthermore they declare that they have read all the available information and all the details of the accommodation booked and the services available. The tourist tax is not included in the price, and must be paid separately in cash at Reception.
16. By signing the definitive booking offer, Customers declares that, in accordance with Italian Legislative Decree 196/2003 (the Italian Data Protection Act), they authorise I Gabbiani srl to process their information and declare that they have read the statement on the processing of personal information.

## ARRIVAL, CHECK-IN, PAYMENT AND VISITORS

17. Upon arrival, all Customers must hand over a valid identity document at Reception for compulsory registration under Italian law, and must check the accuracy of the information shown therein in order to access the resort, communicating any discrepancies or variations without delay. If Customers have not already done so, they are also required to fill out the necessary municipal documents to apply for an exemption from the tourist tax, handing over the relevant copies to the personnel at Reception.
18. Customers must pay the total outstanding balance no later than 15 DAYS before the start of the holiday – the same deadline applies to Early Bookings. Customers must print their bank statement and show it to the check-in staff on arrival at our resort, during check-in procedure and before handover of the accommodation unit. If, however, Customers are unable to demonstrate payment of the total outstanding balance, there may be delays while the appropriate checks are carried out. In any case, access to the accommodation unit will be given only once the balance has been paid. At the request of the front-office staff member, Customers are required to show

- a copy of the definitive booking offer signed by him/her and the associated confirmation of receipt.
19. Any extra services purchased after booking (such as washing machine tokens, beach kit, etc.) can be paid for immediately or before departure.
  20. At the reception the payments can be made in cash, up to the maximum legal limit, or by debit or credit card. Customers must seek information on which credit cards are accepted for payment purposes.
  21. Customers may redeem vouchers for payment but must first check whether they are valid and accepted at the resort and must obtain prior consent for use.
  22. After checking-in, Customers will receive an identifying element to be shown on request to resort staff, along with the identifier that must be displayed on the dashboard of the car or motorbike. If in the booked season the identifying element selected by the management is a bracelet, this bracelet must be worn at all times – i.e. both during check-in and for the rest of the stay. Customers booking a pitch will also be given an identifying element to place on their tent/camper van/caravan.
  23. Failure to observe the set terms of payment, within the set time frame, constitutes express termination, giving I Gabbiani srl the right to resolve the contract, without prejudice to any additional claims for compensation for damages incurred by the company.
  24. Visitors of guests staying at the resort (including relatives and friends) may not enter the resort without express authorisation from the Management, and only on condition that ID documents are handed in and guest registration is completed as required by Italian law. All visitors must also pay the current daily tariff and are authorised to remain within the resort until the time agreed upon their arrival. Persons who are not registered are not permitted to enter the resort.
  25. Upon arrival, Customers must take note of the evacuation routes, current tariffs, holiday packages, office hours, emergency numbers, restaurant/mini-market/bar opening times and all other information on resort life. This information can also be consulted on the online noticeboard at <https://www.isoladeigabbiani.it/bacheca.html>.
  26. Minors are only permitted if accompanied by parents or guardians. Adult Customers are directly responsible for the behaviour of their children. The children's activities and behaviour must under no circumstances breach the peace or compromise the welfare of other Customers and/or cause damage to the resort buildings.
  27. Customers who intend to check in to a campsite pitch without booking prior to arrival must, in any case, state the intended length of their stay and indicate this information on the pass that they have to show at check-out. In the event of Customers wishing to extend the timeframe initially indicated, they must return to Reception before the end of their stay and check the availability of the pitch for the additional days. If extensions are granted, personal passes must be modified to state with the new departure date. Any change to a different pitch must be authorized by the resort staff.

## PRICE LIST

28. Customers are deemed to have read, understood and accepted the list price upon booking or, at the latest, upon checking-in.
29. In the event of miscalculations in the booking, information provided in the price list is binding. Any online booking errors where the system has applied the wrong rate (errors relating to the price list) will be corrected manually once identified, even if an automatic confirmation had already been sent to the customer. The hard-copy price list available from Reception, or the PDF format price list available online, shall always take precedence. Customers undertake to agree to the charges after the correction of any mistaken online calculations. The amount payable shall always be based on the hard-



copy price list available from Reception, or the PDF format price list available online. Customers hereby indemnify I Gabbiani S.r.l. against all liability for damages resulting from calculation errors.

30. Any specific agreements and exceptions to the price list must be notified in writing on the booking form.
31. All groups, whether staying in an accommodation unit or a tent, have one car only included in the price. This does not apply to camper vans and minibuses, which do not have any cars included in the price. Moreover, they may not enter with any additional car, which is always counted as an additional car, unless declared in advance. Every accommodation unit in the resort has an assigned space. It is suitable for vehicles up to 5.5 metres in length. Any arrival associated with stays in the resort for SUVs, camper vans, minibuses or similar vehicles must be stated in advance to allow for a suitable space to be identified by the staff at Reception). Customers wishing to stay in camper vans and leave a car inside the resort must pay a fee for the second car, in addition to the camper van tariff. 1 veranda is included in the rate for camper vans and caravans. The veranda must be attached to the vehicle and must be no wider than the camper van or caravan. If it is, it shall be deemed to be a service tent, and the relevant number of square metres will be calculated, to which the tent rate shall then be applied. In any case, Customers must declare the presence of the veranda and state its precise dimensions when booking. To be defined as such, the veranda must not be used for sleeping. Electric cars may not be recharged by connecting them to sockets inside the accommodation or at the campsite pitch. The rate does not include the recharging of electric cars. The recharging of electric cars is only permitted at appropriate charging locations, and is subject to a separate charge.
32. Unregistered guests are not allowed to use the facilities in the resort.
33. The camper van service with water and sewage hook-ups is included for camper vans registered at the current tariff. Hook-up is not allowed for external vehicles the owners of which not intend to check-in.

## ACCOMMODATION UNIT HANDOVER

34. The booked accommodation unit is handed over to Customers on the day of arrival in accordance with the times shown in the table below.

DESCRIPTION	HANDOVER AT CHECK-IN	KEY RETURN AT CHECK-OUT
GARDEN SUITE	FROM 2.30 pm	BY 10 am
PARADISE SUITE BAY	FROM 3.30 pm	BY 10 am
PARADISE SUITE SKYLINE	FROM 3.30 pm	BY 10 am
SEASIDE SUITE	FROM 4 pm	BY 9.30 am
NATURAL JUNIOR SUITE	FROM 4 pm	BY 9.30 am
CAMPING PITCHES	FROM 1 pm	BY 12 pm

35. The continued presence of persons or property on the site – in the mobile home or on the pitch – after the time set out in the table above will result in the charging of an extra day on the basis of the rate shown in the current price list, without prejudice to the requirement to vacate the site as soon as possible. An additional day will be charged – at the highest rate for the type of equipment used or the type of pitch occupied – in those cases in which Customers had originally been granted a lower daily rate than the rate that they would normally have had to pay if occupying a pitch of the selected category. In order to ensure access for the next customer, I Gabbiani S.r.l. reserves the right to physically remove a tent if the Customer does not show up at the site on the day of departure. The tent will be dismantled, all items will be collected, and everything will be put in a

box, which will be made available for collection from Reception.

36. We do not accept variations in the number or the names of those listed in the booking proposal without prior agreement at the time of confirming the booking and/or subsequent online check-in. All accommodation is available only to the persons listed. The resort's Management reserves the right not to hand over the accommodation to guests who are not compliant with this rule.
37. Before arrival, Customers will receive an email sent to their email address with a link to allow the completion of online check-in. If for any technical reasons the email is not received, Customers may go directly to the [www.isoladeigabbiani.it](http://www.isoladeigabbiani.it) website and fill out the online check-in form in the appropriate section of the menu. Failure to fill out the online check-in form may result in delays to the handover of the accommodation.
38. The photos of the accommodation unit interiors shown in the catalogues or on the website are for illustrative purposes only. They are not necessarily indicative of the contents of the accommodation unit as booked. Accessories such as vases, ornaments, etc. may be different from those shown or not included. Photos or advertising information may not be taken as substitutes for the inventory, which can be requested by writing to [info@isoladeigabbiani.it](mailto:info@isoladeigabbiani.it). Customers are expected to read all of the accommodation category descriptions on the website.
39. The accommodation units are generally supplied complete with crockery, pans, covers and pillows, bed linen and towels. Customers arriving outwith the scheduled times will find a courtesy bottle of water in the fridge and toilet paper in the bathroom; however, consumables such as soap, washing-up liquid and grills for the barbecue are not supplied – they can be purchased at the market.
40. Linen change is offered only for stays of a minimum of 10 nights. The linen is changed half-way through the stay, and will be pulled forward to Friday if the half-way point is Saturday. Requests for more frequent linen changes will be charged as indicated in the price list.
41. In the months of July and August, the linen change is carried out by our staff (excluded for Natural Junior Suite). Should Customers not wish the staff to enter the accommodation for the weekly linen change, they should make this preference clear during web check-in. At other times of the year, Customers must place the used linen in a bag on the table on the veranda outside the accommodation unit by the time agreed with the staff at Reception the day before. If the linen to be changed is not placed on the veranda by this time, the change will not take place. The "linen change" included in the price for stays in the months of April, May, June, September or October envisages the delivery to the customer of a clean set of linen, which can be used to replace that in the bedrooms, bathrooms and kitchen. For more information and to resolve any issues in this regard, Customers should contact the Management at [info@isoladeigabbiani.it](mailto:info@isoladeigabbiani.it).
42. A detailed breakdown of contents can be requested from [info@isoladeigabbiani.it](mailto:info@isoladeigabbiani.it).
43. All accommodation units in the resort include an air-conditioning unit. The air-conditioning unit must not be used if there is nobody in the accommodation unit. If a second key has been requested and provided and the Customer is using it to get around this rule, a charge of €10 per day will be levied, starting on the day on which the breach is detected and lasting until the end of the stay.
44. The Paradise, Skyline and Garden SUITES also include a dishwasher; the cost of using it is included in the price. Following the Customer's request on arrival to use the dishwasher, it will be activated, otherwise no power will be supplied to it. Any use of the dishwasher (even if only to place dirty dishes in it) that has not been formally requested at Reception is prohibited. Any unauthorised use will result in the



- application of the "kitchen cleaning" charge set out in the price list. It is strictly prohibited to begin washing cycles prior to leaving the accommodation on the departure day. To avoid applicable of the "kitchen cleaning" charge at check-out, the dishwasher cycle must be complete, and there must be no plates or crockery in it. No compensation shall be paid for malfunctions that do not allow Customers to make use of certain appliances, such TV sets, dishwashers, coffee machines, etc. The Management shall endeavour to resolve any issues, though unforeseen problems or problems outwith its control may result in delays. Examples of this may include issues caused by the previous Customer during public holiday periods or unforeseen problems with the Management's default suppliers, etc.
45. To protect their rights, Customers must sign, prior to arrival, an inventory of the accommodation unit. This compulsory process can be accessed in the MyIDG area on every page of the site. As part of that process, Customers must subsequently check that the inventory is complete and that the accommodation unit is as described and in good condition. Where necessary to do so, Customers must immediately upon arrival report any missing items or issues, or any unacceptable state of cleanliness (in writing to [clienti@isoladeigabbiani.it](mailto:clienti@isoladeigabbiani.it)) so that the Management may resolve the issue swiftly, allowing the holiday to begin as per the Customer's expectations. The resort will not accept complaints made at the end of the stay concerning problems not formally reported on initial handover of the accommodation unit.
  46. Customers must provide their credit card details on signing the inventory for charges to be debited in the event that the Management discovers unreported damage to the accommodation unit or contents after the handover of the accommodation unit. The credit card details will also be used to guarantee payment of the full outstanding amount owed by the Customer at the moment of checking-out.
  47. If the Customer cannot provide credit card details as a guarantee, a €500 deposit must be left, which will be returned upon checking-out. In that case, no additional sum may be charged to the account (e.g. for restaurant dinners, beach kit, etc.) and settled during check-out. Customers are reminded that towels provided inside the accommodation units may not be used as beach towels, or indeed taken outside the accommodation unit. A charge of 15 Euro per bath towel shall be applied in the event that prohibited use is made of the towels.
  48. The cot and high chair that can be requested during the booking process are subject to limited availability.
  49. It is essential that Customers request in good time – and then ensures that these items are listed in the contract – any accessories and/or optional items requested at the time of booking or during check-in, or included in the estimate.

## CHECK-OUT

50. The accommodation unit booked must be handed back by Customers strictly within the timeframe set out in Article 34, out of respect for the next Customer. See details here <https://www.isoladeigabbiani.it/bacheca.html>.
51. Customers may ask to hand back the keys to staff at the accommodation unit itself to ensure checks for damage are carried out while they are present.
52. Customers renouncing this right and checking-out by handing back the keys at Reception expressly authorise use of the credit card given as a guarantee in the event that the authorised staff find any damage.
53. Customers will be charged for any damage discovered at the moment of departure at the following rates:

Damage to television €350

Damage to fridge €350  
Damage to coffee maker €200  
Damage to air conditioning unit €350  
Damage to dishwasher €350  
Damage, scratches or similar issues affecting the wall between the bathroom and the sofa € 350 per issue  
Damage to sofas €250 per cushion or part of the sofa  
Damage, holes, rips, permanent stains to curtains €250 each  
Damage to sheets or quilts €100 each  
Damage to pillows €30 each  
Damage of any type to surface of indoor table €150  
Damage of any type to surface of outdoor table €150  
Damage of any type to chairs €80 per chair  
Damage to furniture not specified in the list €250 per piece  
Damage, scratches or similar issues affecting outdoor cover panels €30 per piece

“Damage” means any variation with respect to the state of the accommodation unit at the time the keys were initially handed over, excluding existing damage or defects already noted formally by the Customer.

54. The charge for one or more of the kitchen components shall be as follows:

pots, pans €30 each  
serving dishes €20 each  
plates, glasses €5 each  
bath mat €8 each  
towels, sheets €8 each  
other €20 each

55. In relation to covers, sheets, bedroom rugs, carpets and/or curtains, the cost stated above will be requested should – in the incontestable opinion of I Gabbiani srl – it not be possible for them to be cleaned by the laundry service.

56. In the event of morning departure before Reception opens, Customer are required to organise the handover of the keys outside of the opening hours. This option must be communicated the morning before departure to give the staff time to make the necessary arrangements.

## CAMPSITE PITCH HANDOVER

57. The booked campsite pitch will be handed over by staff in the timeframe set out in the table above. The pitches are natural, rather than manmade. As such, they are all different and all make the most of the natural topography of the original Mediterranean maquis, while allowing Customers to park their vehicle nearby. For a holiday with tents, the pitches of “Wild” category offer unforgettable moments immersed in myrtle and mastic, in an area that is exceptionally panoramic yet secluded, just a short distance from the car park. The Premium pitches are those with an even better sea view or with more space available and an enhanced level of privacy. Naturally, based on the category to which they belong, the pitches may have specific characteristics. Customers are always required to inform us prior to arrival of the dimensions of their equipment (height, width, length) to enable an evaluation of that equipment in relation to the assigned pitch. It is, in any case, never permitted to assemble gazebos that are so tall as to impede the sea views of other Customers. As such, it is necessary for Customers to inform us prior to arrival in the event of that possibility and to receive formal written confirmation to proceed; failure to do so will result in prohibition to use such equipment once on-site. The same applies to extending “roofs” and “variable geometry” elements.
58. Departure must take place no later than the deadline set out in the table above. Departures delayed by more than 30 minutes will connote payment of an extra day, and the pitch must be vacated as soon as possible.
59. Campsite guests must request connection to the electrical power supply points. Under no circumstances are Customers allowed to organise connection to the power supply points on their own initiative. Customers must not touch or open power supply points. The cable and plug for attaching to the supply points are not provided as standard by the campsite.
60. Only 1 tent or vehicle may be set up on a pitch, unless an alternative arrangement has been formally authorised.
61. Customers must clearly display the campsite ID tag, which must be requested upon registration, in tents, campers or caravans.
62. Do not put up or take down tents, trailers, verandas or similar structures during the designated quiet hours.

## DOGS AND CATS

63. Dogs are allowed at the resort only if they are kept on a lead at all times, and fitted with a muzzle if belonging a dangerous breed (as defined in Italian Ministry of Health Decree No. 213 of 10-09-2004). Pet owners must present a valid, standard International Vaccination Certificate at check-in. Any failure to produce this evidence shall make it impossible for the animal to access the structure, and it shall be requested that the animal leave. No claim for compensation may be requested for holidays not taken as a result of the application of this rule. Pets must not be left unattended at the accommodation unit or anywhere else within the resort, even for brief periods. Following a reprimand by the resort’s personnel for a breach of this rule, the Management may make a formal request that the animal leave. No claim for compensation may be requested for holidays not taken as a result of the application of this rule should the owners intend not to continue their stay in order not to be parted from their pet. Cats are admitted to the campsite only. They are not permitted in the resort.
64. Any dogs or cats inside the resort must wear a flea collar at all times if they have not been treated prior to the holiday (documentation required).
65. Even if they are permitted to enter the accommodation (see article 109), dogs may not enter the bedrooms or jump on the beds or sofas. Under no circumstances are

- wet dogs allowed to enter the accommodation and on the veranda.
66. Pets must always use the dedicated areas of the campsite for toileting and any fouling of areas inside must be cleared up using suitable tools (pallet and dog waste bags).
  67. Pets must not be washed in the washrooms or public areas. Pets must not compromise other guests' peaceful enjoyment of the campsite.
  68. Animals are forbidden from entering the beaches, in compliance with local Port Authority regulations. The only exceptions are the beaches equipped with facilities (such as Punta Negra) where pets are welcome and where there are dedicated services. It is normally allowed for small dogs to access our beach, up to the location of the parasol. Customers are required to request formal confirmation of this seasonal authorisation for the relevant period.
  69. Any damage to people or property caused by animals is the sole responsibility of the owner who, by making the booking and consequently accepting these conditions of sale declares that they shall be covered by an insurance policy during the stay.

## **ACCOMMODATION UNIT CHANGE**

70. Apart from cases in which the Customer uses the "fixed accommodation booking" or "specific pitch booking" prepaid service, pitch and/or accommodation unit assignment is at the sole discretion of the Management.

## **BROCHURE, WEB SITE AND COMMUNICATIONS**

71. The distance from the sea to the Paradise accommodation unit veranda expressed in "paces", as may be published on the resort website, is measured in normal steps of an adult male. This measurement is an estimate and varies according to the person who performs it. In order to check the position of the accommodation unit, it is possible to view the map in the "Where to find us" section of the site, which shows the position of the various accommodation units in relation to one another and to the sea. In any case, it is possible for Customers to check the accommodation unit personally on arrival. No complaint will be accepted concerning the accommodation unit location or distance measured in "paces" after check-in. The sea view may be partially obscured by branches or bushes that have grown after the pre-opening pruning operations required by current regulations. No pruning can be carried out outside the set periods. I Gabbiani S.r.l. shall not be held liable for any such obstructed views. The photos on the website are for illustrative purposes only and do not represent all of the accommodation units of every type – rather, they show a selection of the best of these. Being patently a static representation of the best units of the various types, no claim for damages or any other claim may be made on the basis that the assigned accommodation unit (out of those of the booked category) is not the specific one featured in the online photograph to represent that specific type. Customer are required to express formally any specific requests or requirements in order to allow them to be dealt with. The map on the site is the best indicator of the location of the various types of accommodation units with respect to the sea.
72. I Gabbiani srl reserves the right to change all parts of the price list – including tariffs

- at any time. Any changes will be communicated via the website. Changes cannot be backdated. For bookings already made before said changes are implemented, Customers must refer to the price list in their possession at the time of signing the contract.
73. Tariffs published in the price list include current VAT at the time of payment on the category of services supplied and are applicable on a daily basis, regardless of the time of arrival. The price of the accommodation unit shown in the price list includes the use of electricity, water and gas.
  74. Any errors on the map or website shall be rejected as the basis for complaints after having checked-in and stayed at the resort.
  75. There are a number of natural beaches and coves that guests may use, both inside and outside the resort, throughout the entire L'Isuledda peninsula. There are also plenty of small internal bays, some with sandy beaches and others with pebble beaches. The Management adheres scrupulously to the regulations on maintaining the beaches that lie within its responsibility.
  76. The coves outside the resort, on the peninsula, can also be accessed for swimming in accordance with existing regulations. Customers should contact the Palau Port Authority for further information.
  77. The coves and beaches inside the resort shown on the map are purely indicative and it cannot be guaranteed that they shall be usable for the entire period of the stay, because they are subject to natural variations (sea storms, etc.) over which the Management has no control. In this regard, the Management also acts in compliance with the regulations set out by the Municipality of Palau.
  78. In general, those who access common land by sea must adhere to existing rules and regulations. Customers should contact the Palau Port Authority for further information.
  79. Neither the existence nor the size of the coves can be guaranteed. In addition, the seagrass that naturally washes up on the beach cannot be removed. I Gabbiani srl cleans the shore for which it is responsible, removing any dirt and taking appropriate care of the environment. However, it is not possible to remove the seagrass that may end up on the beach due to the natural coastal storms, even if the quantity of seagrass were such as to limit use of the beach temporarily. Please be aware that seagrass is not seaweed – on the contrary, it is a marine plant that confirms the excellent quality and health of the water.

## BEACH SERVICE

80. The Isola dei Gabbiani holiday resort offers its Customers a beach with facilities where it is possible to hire sun loungers and parasols from 15 June to 15 September. The exact date on which the service starts and finishes is decided by the Management during the aforementioned period. The service is dependent on the weather conditions and can be suspended at any time at the sole discretion of the Management. The Management also reserves the right to suspend the service in rainy or windy conditions or in any other circumstances that it deems necessary to ensure the safety of users.
81. Beach kits cannot be booked in advance. The use of the kit is subject to availability. To use the service, Customers must contact our staff on +39 339 3297637 from 8pm on the evening before the intended day of usage.
82. The Paradise Suite Bay, Paradise Suite Skyline, Garden Suites and Seaside Suite all have a kit included in the price, depending on availability, which can be checked.

The staff member will allocate kits depending on availability. It is possible to book the kit prior to arrival or to request a specific position, but only for Customers who have booked a stay of at least 21 days in the Garden, Paradise or Seaside units. For Customers who are staying in accommodation units that come complete with sun loungers on the veranda, it should be borne in mind that if the sun loungers are taken away from the veranda they should then be returned there. In the event that the sun loungers are not on the veranda at the time of departure, Customers will be charged a €200 fine for every missing sun lounger.

83. By order of the local port authority, it is strictly prohibited to place small parasols between the rows on the section of beach with facilities.
84. By order of the local port authority, in the section of beach with facilities it is strictly prohibited to play racquet sports or ball games, or fly kites in front of the parasol area.
85. By order of the local port authority, in the section of beach with facilities it is expressly forbidden to:
  - sit under umbrellas other than that assigned
  - take sun loungers from neighbouring parasols
  - erect small parasols between the rows
  - bring deckchairs or sun loungers or move resort sun loungers to the shoreline
  - play racket sports or ball games, or fly kites in front of the rows of parasols
  - spread beach towels or similar accessories on the beach area in front of the rows of parasols.

## **ENTERTAINMENT SERVICE, ACTIVITIES, TOURS AND EXTERNAL SERVICES**

86. A free entertainment service is available in the scheduled periods. No membership card need be purchased to take part. The service is included in the price of the booking. The mini-club service is generally available for a longer period. For details, check the digital noticeboard here: [www.isoladeigabbiani.it/bacheca.html](http://www.isoladeigabbiani.it/bacheca.html). The services provided through outsourcers – even if promoted by I Gabbiani Srl – should not be considered directly or indirectly linked to I Gabbiani srl. The company's input is deemed to be limited purely to the promotion of the local area and the possible activities that it offers, with a view to offering discounts or ensuring special deals for those staying at the resort in return for the visibility that the Management of the resort can provide. I Gabbiani Srl does not profit for the activities, tours and similar services, and may not therefore be held responsible in any way for the activities that the informed Customer may decide to purchase from the partner companies of I Gabbiani Srl.
87. The Management reserves the right to manage schedules, duration and activities as it sees fit – according to the agreements with the supplier. No complaints or legal claims may be made in connection to the holiday purchased as regards the nature of the proposed entertainment programme or any temporary interruptions thereof.
88. The young children's activity service, when operational, is entrusted to an external company deemed to offer a high-quality service. However, Customers must assess the person with whom they are leaving their own child(ren) and and/or be present during the activity. I Gabbiani srl may not be held responsible under any circumstances. The entertainment service is not a babysitting service. Children must be of an appropriate age, self-reliant and willing to take part in the activities.

## **SHUTTLE BUS SERVICE**

89. The free internal shuttle bus service takes resort Customers to the beach equipped with facilities during the period when it is open. Customers who wish to use the service must strictly adhere to the instructions provided by staff.
90. No complaints or legal claims shall be entertained in connection with the holiday purchased as regards the nature of the free service being offered or any temporary



interruptions of the service.

91. In periods when it is available, a shuttle bus service to transport windsurfing equipment from the resort entrance down to the beach is also offered. Interested Customers should ask at Reception for more details or visit <https://www.isoladeigabbiani.it/bacheca.html>.
92. The Management declines all responsibility for any damage to people or property incurred during transport.

## **FULL- OR HALF-BOARD SERVICE**

93. The rates for the “half board” or “full board” service shall be charged for the entire duration of the holiday even if not all meals are taken.
94. The “half board” or “full board” service cannot be offered for only part of a holiday, and it can only be booked for the entire duration of the stay.
95. The “half board” or “full board” service includes:

At Breakfast, three options are available:

- 1) croissant + espresso coffee or cappuccino or milk + fruit juice;
- 2) a portion of yogurt with cereal (cornflakes) + espresso coffee or cappuccino or milk + fruit juice;
- 3) a portion of biscuits with milk or with cappuccino or with espresso coffee + fruit juice.

At Lunch or Dinner: two courses of your choice – choose from antipasti, starters and main courses – with side dish, or pizza, to be stated the day before. 1/2 litre of water and 1 coffee per person (wine, bottled water, beer, ice cream or other items not highlighted on this page are charged separately, and should be paid at the time or charged to the room).

96. Upon request, Customers can ask for the aforementioned services to be provided directly on the veranda. Customers are required to collect the dishes from the restaurant. In any case, if Customers have booked half-board or full-board accommodation for a number of people lower than the total of those present, the food will be considered take-away.
97. Breakfast is not served on a buffet basis, nor are any of the other meals.
98. In the interests of the Customer, to guarantee the best quality and quantity of the food offered, the half board or full board accommodation packages provide lunches and dinners based on the choice between one or more dishes appearing on the dedicated menu, which changes on a daily basis.
99. Customers are free to choose from these options. It is not possible to cook food brought by Customers.
100. Any special dietary requirements – for example vegetarian, vegan or others – must be communicated in writing before arrival during online check-in. The acceptance and responsibility for managing any special requests must be confirmed to the Customer in writing.
101. The resort is not equipped to prepare food for coeliac sufferers.
102. On the day of arrival, Customers must read the information on dinner and lunch times for the half-board or full-board packages. Moreover, Customers must visit the restaurant on the day of arrival to confirm the choices made.



## WI-FI SERVICE

103. There is free Wi-Fi for bar/restaurant Customers and throughout the resort. The resort also benefits from TIM relays that ensure adequate 3G and 4G coverage. The relays guarantee appropriate coverage of the services and provide suitable levels of security. Customers may request more details prior to booking.
104. Customers who book a stay of at least a week in the resort or on the campsite are entitled to free Wi-Fi access.
105. Customers are expected to collect the relevant vouchers from Reception.
106. Customers are expected to use the internet connection for private (non-professional) use.
107. The service is not available to minors aged under 18.
108. Customers must give the operator their information. The company shall in no way be held liable in the event that the service is partially or totally interrupted for part or all of the Customer's stay.

## CLEANING

109. The final cleaning is not included in the price. In any case, the "final cleaning" service never includes the cleaning of the hob, crockery, cutlery and utensils, etc. Customers are expected to hand back the accommodation unit with the hob, crockery, cutlery and utensils, etc. all clean. Should, as part of the checks carried out upon departure, it be discovered that the above have been cleaned only partially or not at all, Customers will be charged the cost as shown on the list.
110. To allow the Management to offer all guests the highest levels of hygiene and cleanliness, any Customers intending to stay with dogs must provide their credit card details as a guarantee of the appropriate use of the accommodation unit, authorising through acceptance of these conditions of sale the charging of the card should it be discovered upon departure that any damage has been done or if there is even the slightest indication of the (prohibited) presence of dogs in the beds, on the sofas or in the rooms of the accommodation unit.
111. Customers may request daily cleaning of the accommodation unit at the cost shown in the list for the single "base" or "superior" service, or for the weekly cleaning service. All details are provided on the list.

## GENERAL RULES DURING THE HOLIDAY

112. Customers must respect the peace and avoid making noise that may disturb other guests from 1am to 7am in high season and from midnight to 7am in the other seasons. Motorised vehicles must not be used inside the resort at these times. If guests wish to enter at these times, they can leave their vehicle at the entrance and proceed on foot. Vehicles must be returned to the parking space assigned upon arrival by 9am the following day.
113. All vehicles must be driven slowly, respecting the signs. Customers are reminded that the site implements a registration-plate-reading system to enable access. Customers may pass through the barrier only once their registration plate has been read by the CCTV system. It is important that Customers leave an appropriate distance between their car and the car in front. The company accepts no liability for any damage due to failure to follow the regulations set out in this article.
114. All guests must carefully look after the areas outside their accommodation unit. Rubbish, paper, food and barbecue or similar materials must be cleared up carefully before departure. In the event of failure to comply with this prescription, a cleaning

- charge of €20 may be applied to the Customer's final bill.
115. In addition, Customers are not permitted to:
    - a. use the barbecue on windy days or use wood instead of charcoal; Staff may request that the barbecue is not used in any case
    - b. leave any type of inflatable or equipment on the lawned areas, even for short periods (any violations will be subject to a €50 charge in addition to the cost of repairing any damage to the lawn)
    - c. light open fires inside the resort and/or on the beaches;
    - d. wash cars, bicycles or themselves at the camper service water fountains or other water-supply points on the site
    - e. alter the camping pitch by digging ditches, holes or channels in the ground
    - f. erect fences, lay pavements or set up ropes at head height
    - g. erect awnings or similar structures
    - h. discard rubbish outwith the bins provided
    - i. damage plants
    - j. use any political flag or stage any political meeting, demonstration or gathering
    - k. dry clothing or any other items outwith the racks provided.
  116. Shared services, sink areas and so forth must be used with in carefully, leaving them clean and tidy after use.
  117. Use of stoves and lamps rated higher than 25 W is forbidden.
  118. It is against the law to touch, feed or capture the turtles that may be seen around the island. Severe sanctions shall be applied.
  119. As prescribed by the general regulations, during winter but also during the resort opening season, regular rodent control and mosquito disinfestation treatments are carried out in order to guarantee the best hygiene and sanitary conditions.
  120. These operations are carried out by external specialist firms, in accordance with the competent inspection and control associations, in line with the authorisations that the company has received and which are renewed annually.
  121. The Management reserves the right to post notices warning about spray disinfestation in all public areas the day before spraying takes place. Customers must respect what is written in these notices (keep doors and windows closed during the operation, do not leave food and personal items outside the accommodation unit, do not let children and animals play in the area outside the accommodation unit until 6pm).
  122. This operation is carried out according to the law in force, with components that are not harmful to humans.
  123. However, at any time, during office opening hours, Customers may request and obtain a written list of the substances used. If the Customer has advised the company of particular situations at the time of booking, it will be possible to supply the Customer with the name of a doctor who may be consulted on this subject.
  124. Parcels will only be accepted on behalf of customers if in compliance with the instructions below, which Customers are requested to make sure are followed when organising the shipment. Some couriers have experienced significant delays in the delivery of parcels in the area. Contact us to ascertain the actual coverage.

VILLAGGIO ISOLA DEI GABBIANI  
C/O "NAME OF THE PERSON MAKING THE BOOKING"  
LOC PORTO POLLO SNC  
07020 PALAU  
(second barrier after the isthmus)

125. All purchases made at the Restaurant/Bar/Pizzeria and at the Market must be paid for using electronic money or credit/debit card

## WASTE RECYCLING

126. Waste is separated for recycling at the resort in compliance with the applicable municipal regulations in waste sorting into the following categories: plastic, paper, glass, cans and organic.
127. Any types of waste not defined above must be placed in (dry) general waste.
128. All Customers who check-in to the resort implicitly accept the general conditions and commit to waste recycling in compliance with the stated regulations.
129. The resort staff are authorized to monitor the proper management of waste as set out above. Any unsorted waste contained in the bags in the accommodation unit or on the pitch will result in the application of a €30 charge.
130. All accommodation units have bins that Customers can freely use for their waste. In any case, during the stay Customers must take all of their waste to the collection points in the vicinity of the accommodation unit, which are emptied daily by the staff. Regardless of how Customers have decided to use the containers within the accommodation unit, it is important that the bags are disposed in accordance with the label (Plastic, Wet, Cans, Glass, etc.) in the bins at the recycling points.
131. Staff do not carry out door-to-door rubbish collection and do not empty the bins inside the accommodation units. During the stay, it is the Customer's responsibility to take any waste generated in the accommodation units to the recycling points located in various parts of the resort.
132. Prior to check-out and in all cases, guests are responsible for depositing all rubbish in their accommodation – whether such items are inside or outside of the rubbish bins – into the specific disposal containers located throughout the campsite.
133. Any rubbish found in the accommodation unit upon checking-out will be removed by staff and the sum of €30 will be charged for this service if it has not been properly sorted.
134. Customers are asked to request more information from Reception if they require any clarification. The notice board provides information on how to sort waste in the Palau municipal area.

## FIXED-NUMBER BOOKING

135. The only option for selecting a specific accommodation unit within the category is by purchasing the “fixed-number booking service” at the cost set out in the “fixed-number price list”. This option is available only to Customers who have already stayed at the resort in the past. Except for when Customer have purchased this service, the Management has the right to assign the accommodation unit number upon Customer arrival. The accommodation unit cannot be changed during the stay.
136. Selecting the fixed-number booking service eliminates any entitlement to any promotions that may be running.
137. The camping pitch is assigned by the Campsite staff and cannot be changed without their express permission – except in cases where Customers have purchased the specific camping pitch booking services at the cost set out in the “fixed-number price list”.

## PROMOTIONS

138. Promotions are valid if published on the [www.isoladeigabbiani.it](http://www.isoladeigabbiani.it) website, or if

stated on the price list or another form of official communication made by the resort. Even if published as above, the Management has the right to suspend promotions at any time. To ensure that Customer have the right to the promotion and/or a discount it must be clearly listed in the booking offer that the Management fills out in advance and sends to the Customer for acceptance. Should the Customer, on the basis of a promotion, be entitled to pay the deposit in in two instalments but fail to meet a given deadline, I Gabbiani srl shall be entitled to withhold the amount paid and to offer the accommodation unit previously reserved for the Customer in question to another Customer.

139. The promotional discount is normally applied to the accommodation unit tariff only and not the holiday in general; extra services such as half board, use of the jetty, fixed-number booking and so forth are excluded. In any case the total amount explicitly defined in the definitive booking offer remains valid.
140. It is always advisable to ask for details and specifications via [info@isoladeigabbiani.it](mailto:info@isoladeigabbiani.it) in order to be made aware of the applicable methods and content of any promotions.
141. Promotions are considered temporary and may be interrupted at any time.
142. For the same reason, promotions cannot be backdated (to before the date of publication) for the benefit of Customers who had already made a booking prior to that date. The actual date of the confirmed booking is binding.
143. In the same way, promotions cannot be used by Customers who had a temporary hold option during the season prior to that of the promotion. The right to use a promotion, having opted for a temporary hold, is no longer valid when the Customer cancels the option for the temporary hold without confirming the booking for the selected accommodation unit.
144. Current promotions cannot in any case be used in conjunction.
145. Any special initiatives (special offers, last-minute deals, etc.) published on the website or other media for use by new Customers do have retrospective validity for contracts that have already been signed.
146. On condition that they are still valid, discounts are always calculated on the total balance, not the payment of the deposit.

## **LOYALTY PROGRAMME**

147. When the loyalty programme is running, the holder of the LOYALTY CARD may not request the accumulation of points relating to receipts later than the 31<sup>st</sup> day after the document date.
148. Receipts must be intact and perfectly legible and the hard-copy original must be submitted. Customer are required to request detailed information in order to verify the duration and applicable methods of the currently valid programme.

## **VESSELS AND JETTIES**

149. Owners of motor boats, sailboats or windsurfing equipment must abide by the local Port Authority regulations and respect all signage and prohibitions in place.
150. Customers who intend to leave their boat trailer at the resort during their holiday must fill in and sign the special form appointing the resort staff wherein it is stated that the trailer has been delivered without any part or component damaged.
151. If the form available at Reception or another document stating that I Gabbiani srl takes responsibility for an undamaged object is not signed, no sum shall be due if the owner submits a claim for damage to the trailer during the holiday.

152. The owner of a given vessel must fill in the available contract document with all information about said vessel.
153. Mooring must be carried out by Customers, who declares that they consider the equipment supplied under contract terms (jetty and mooring rings) to be fit for purpose. If the contract is also not signed at the time of mooring, for any reason whatsoever, the Management declines all responsibility for damage to people or property deriving from incorrect or unsuitable mooring.

## INSURANCE AND LIABILITY

154. On checking-in, Customers declare that they have insurance to cover for any damage that they may cause to third parties.
155. The resort declines any responsibility for objects or money lost or stolen from inside the accommodation units or those owned by the Customer and also from shared facilities and public places. It declines all liability for damage to people or property not attributable direct negligence by resort staff, for damage, malfunction or faults caused by bad weather or force majeure.
156. While the resort remains fully commitment to providing goods and services of resort-standard quality, the Management does not guarantee the continuous supply of water and electricity; the tariffs, however, remain unaltered even if the supply of water and/or electricity should be temporarily interrupted.
157. No compensation shall be paid for events defined as impossible to prevent through regular maintenance (problems with the boiler, cistern or similar facilities). No claims for compensation shall be accepted in relation to any issues not promptly highlighted at the start of the holiday or any issues that may subsequently arise. When the Customers request that maintenance be provided in the accommodation unit, they implicitly authorise the relevant personnel to enter in order to carry out the necessary work, unless alternative formal arrangements have been put in place.
158. By accepting these conditions of sale, the Customer agrees to indemnify I Gabbiani S.r.l. against any damage of any type whatsoever resulting from the early closure of the site (or the late opening of the same) due to force majeure, exceptional events, unforeseeable events, or events outside the control of the company.

## ACCEPTANCE

159. These general conditions of sale are available for consultation on the [www.isoladeigabbiani.it](http://www.isoladeigabbiani.it) website; they are also displayed on the noticeboard; moreover, they can be requested by email at [Customers@isoladeigabbiani.it](mailto:Customers@isoladeigabbiani.it); it is also possible to request a copy in person from the staff.
160. These general conditions are deemed to be fully accepted at the time of booking and/or checking-in; Customers undertake therefore to respect fully every article from the moment they sign the definitive booking offer. Customers should contact Reception on arrival if they have any doubts or requests for clarification.
161. The Management reserves the right to remove anyone who is not adhering to the rules specified above. Specifically, the Management reserves the right to remove anyone who, at its sole discretion, is breaching the peace and/or disturbing the safety of resort life, and in particular the Management reserves the right to report offenders to the relevant authorities in order to make them respect this right and ensure the peaceful enjoyment of other Customers in cases of aggressive behaviour towards

any other person, or in the event of theft or similar situations that staff may encounter. Even in the event of being removed from the site for the aforementioned reasons, the Customer is required to settle the balance as per the contract/price list. Any conduct that may result directly or indirectly in compromising the peace and/or safety of the resort – for guests, staff or partners – shall be deemed a justification for express termination of the existing contract between the parties, authorising I Gabbiani srl to withhold the sum paid and to demand the removal of guests who, for example, are drunk and disorderly; who act aggressively, making threats and/or behaving in an offensive or insulting way; or who attempt to extort or make threats in response to staff requests to respect the rules or the contract. In unpleasant circumstances such as those described above for illustrative purposes, and without prejudice to the right to demand the removal of a guest who has already been checked-in, I Gabbiani srl is authorised to refuse check-in and to terminate the contract on the part of those displaying similar conduct (being insulting, making threats, etc.) prior to check-in.

162. These general conditions of sale constitute an integral part of the contract and are explicitly accepted through the signing of the booking and/or registration form.

163. By making the booking, checking-in and accepting these conditions of sale, Customers declares that they aware that in the context of the holiday there may be professional photographers employed by the company or amateur photographers not associated within it or Customers who wish to capture life within the resort. Customers accept that any photographs taken may be uploaded to the Facebook page of the Isola dei Gabbiani. The company itself, on the basis of its awareness of the current legislation and on the basis of its respect for individual Customers, shall engage solely in non-profit uses, excluding entirely the use of photographs of famous people or shots that identify individuals (unless the individual involved has agreed to this use). The only shots that will be used are those intended to share moment of the normal activities of Customers within the resort.

## ONLINE BOOKING

164. By confirming an online booking by credit card, Customers declare that they have read these conditions of sale in their entirety.

## ITALIAN VERSION

165. In the event of disagreements concerning the interpretation of the various language versions, it is acknowledged that the Italian version shall take precedence over all others. The same applies to any translation errors that may have been made. Customers are asked to request confirmation in relation to specific aspects.

166. The linguistic style of these conditions is intentionally colloquial, in order to make sure that Customers fully understand their content and are capable of making an informed commitment. Before signing the irrevocable booking confirmation and accepting these conditions, Customers are kindly invited to request any further information that they may require.



ISOLA DEI GABBIANI is a registered trademark

For more information:

I GABBIANI SRL

LOC PORTO POLLO SNC

07020 PALAU

[INFO@ISOLADEIGABBIANI.IT](mailto:INFO@ISOLADEIGABBIANI.IT)

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