

Società Turistica Addaura SOC.T.A. s.r.l.

Lungomare Cristoforo Colombo n. 4801

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Pre-contractual information for the consumer other than distance or off-premises contracts (pursuant to art. 45, letter f) and art. 48, Legislative Decree 6 September 2005, n. 206)

- 1. Information provided by the professional:** pertains to contracts for seaside tourism services. Tourist bookings refer to a seaside resort, 1st superior category, with services better described and specified in the public offer of services presented by the professional, also referred to elsewhere "Bathing Establishment Rates and Services 2023";
- 2. Identity of the professional:** Società Turistica Addaura-SOC.T.A. a r.l., tax code and VAT number 00496930827, registered in the commercial register at Camera di Commercio di Palermo, n. 53630 R.E.A.; Tel: +39 091 455193 – Email: ricevimento@lamarsa.it; soctasrl@pec.it;
- 3. Geographical address of the professional:** lungomare Cristoforo Colombo, 4801 (PA – c.a.p. 90149), Italia, Sicilia;
- 4. Availability of bathing tourist services:** reported at the top of the offer in the descriptive field of the requested tourist service (page 1);
- 5. Total price of bathing services including taxes:** reported at the top of the offer in the descriptive field of the requested tourist service (page 1);
- 6. Terms of payment:** Payment of the season ticket price must be made through the use of the NEXI platform of which the customer accepts the terms and conditions upon completion of the online subscription procedure. The customer's card is charged for the value of the requested advance amount; every single sum, corresponding to the single deadline, cannot be refunded and the customer expressly approves the acceptance of the clause in question by signing this document.
- 7. Payment times and right of withdrawal:** The price of the seasonal bathing pass must be paid according to the times and percentages specified below: deposit equal to 50% of the agreed amount for the entire validity to be paid at the time of booking to be considered as a confirmation deposit (pursuant to Article 1385 of the Italian Civil Code.); the balance of the consideration due by 10 May 2023;
- 8. Guarantee of the exact fulfillment of the contract:** the customer authorizes the use of his credit card type card _____, n. _____, validity _____ owner _____;
- 9. Validity of the offer and price:** the term of acceptance of the offer and the terms of payment are to be considered essential for the professional (pursuant to Article 1457 of the Italian Civil Code);
- 10. Bathing reservation accepted by the professional operator:** any value to the booking not followed by a written confirmation from the professional operator made known to the customer through electronic forms on the website of the tourist facility is excluded if the booking was made electronically; where the reservation is made by fax, telephone or email, the professional is required to make this clause (pursuant to Article 1341 of the Italian Civil Code) known to the customer by fax, e-mail or suitable means for this purpose;
- 11. Exclusion of the right of withdrawal:** the consumer customer will not benefit from a right of withdrawal;
- 12. Unexpected impossibility of the professional's performance:** if the customer cancels the reservation by invoking the total or partial impossibility of the service due by the professional ex. art. 1463 and 1464 of the Italian Civil Code, it is agreed between the parties, now by then, to proceed exclusively, instead of reimbursing the amount paid, with the issue of a voucher of the same amount to be used within one year of issue, or in different date in case of repeated impossibility of performance. In this case, the terms and methods of fulfillment of the due service will be contained in a special deed of deferral of the bathing reservation which will be unilaterally prepared by the professional and by the same communicated to the customer, who accepts now by then within 15 days from the date on which the professional was informed of the supervening impossibility of the performance due;
- 13. Out-of-court dispute resolution body:** ADR Dike Mediazione and competent arbitration (ex art. 141-sexies, 1° e 2° c., D.Lgs. 206/2005) the use of out-of-court dispute resolution procedures, part V, titolo II-bis (Codice del consumo D.Lgs. n. 206/2005); sito web <http://www.adrdike.it>;
- 14. Jurisdiction:** the parties unanimously recognize, as the competent court, for disputes that may arise regarding the interpretation, execution or resolution of the obligations arising from this contract, that of Palermo.