

# CONTRAC

# GENERAL TERMS AND CONDITIONS OF BUSINESS

ART. 1

# **APPLICABLE STANDARDS**

The following provisions govern the basic features of the contractual relationship between Nuova Camping Tamaro AG (hereafter referred to as Camping Tamaro) and the tenants. We reserve the right to apply the provisions of the Swiss Code of Obligations.

ART. 2

# **TENANTS AND RIGHTS USE**

- 1 Plots, rental bungalows (hereafter referred to as the Item) can only be rented by adults. The person who books the item or takes up occupancy on arrival, is regarded as the tenant of the item.
- 2 At least one adult must be present for each item. The date of arrival is definitive for determining the age of the person.
- **3** The item may only be used by the tenant and the accompanying persons registered on arrival as well as by visitors.

ART. 3

#### **VISITING**

- 1 Visitors are persons who stay in or on an item and are not listed in the rental agreement.
- 2 The tenant of an item must register his/her visitors at the Reception on their arrival.
- 3 Visits between 08.00 and 20.00 hrs. are classed as day visits.

ART. 4

# **ACCURACY OF INFORMATION AND VERIFICATION**

- 1 The hirer confirms that all information given to Camping Tamaro is accurate, in particular his/her own personal data and that of third parties. Any change of personnel must be reported immediately to Reception.
- 2 The Management will regularly check whether the details correspond to the actual situation. If any incorrect information is given or guests and visitors are not registered, Articles 18 and 19 shall apply.
- 3 The information provided can be checked at any time by the police in accordance with Article 23 of the Camping Act dated 26 January 2004 (11.3.2.2). Breaches may be punished by fines.

ART. 5

### **OCCUPANCY AND PRESENCE**

- The item may not remain unoccupied for periods longer than five nights.
- 2 Tenants and guests who stay overnight outside the site during their period of stay must report their absence to Reception before leaving the item.

ART. 6

# PRICE FOR OVERNIGHT STAY

The price for an overnight stay consists of the price for the rental of the item and the price per person (plus local tax for persons from the age of 14 years).

ART. 7

# **CANCELLATION BY THE HIRER**

- 1 Cancellation of the booking for a plot is possible up to four weeks before arrival free of charge, any booking fee paid will not be refunded. If the cancellation is received at a later date, the deposit paid to Camping Tamaro at the time of booking will be forfeited.
- 2 The following conditions apply for cancellation of a stay in a bungalow:
  - Up to 5 weeks prior to arrival, 20% of the total amount will be charged
- Up to 2 weeks prior to arrival, 70% of the total amount will be charged.
- Up to 1 week prior to arrival, 100% of the total amount will be charged.
- For early departure the price is payable for the entire period booked. In the event of cancellation or early departure, Camping Tamaro will permit itself to rent the bungalow to other hirers. The hirer is recommended to conclude travel cancellation insurance.
- 3 In the event of cancellation of special offers the total amount will be payable to Camping Tamaro.
- 4 Camping Tamaro reserves the right to cancel due to technical or other faults.

ART. 8

# **CHECK-IN / CHECK-OUT**

- 1 Check-in is available from 14.00 hrs to 20.00 hrs on the date of arrival (in March and October up to 18.00 hrs, later times by agreement). Please show your ID card or passport, specify the number and ages of all persons travelling with you and sign the police registration form.
- 2 Check-out is up 11.00 hrs (plots) and 10.00 hrs (bungalows) on the date of departure. For later check-out one additional night will be added automatically. Swiss francs and € are accepted, as are most credit cards. The license plate for a plot pitch must be returned at the time of check-out. On departure, the magnetic card for the access control system must be returned.

ART. 9

#### FINAL CLEANING SERVICE

The hire bungalow must be handed over in clean condition on departure. Otherwise, additional cleaning costs will be charged. The final cleaning costs are mandatory for bungalows and are determined according to the model.

ART. 10

#### **BAN ON SMOKING**

Smoking is forbidden in the rented bungalows and hire caravans.

ART. 11

#### **LAUNDRY**

The bed linen will only be changed at the end of the stay (for reservations of more than 7 nights the bed linen will be changed once a week). Hirers must bring their own dishwashing detergents.

ART. 12

#### NO SHOW

Items that are not occupied within 24 hours of the planned date of arrival can be used otherwise by the Administration Department, as can plots which become prematurely available.

**ART. 13** 

#### **CAMPING RULES AND REGULATIONS**

The Camping Rules and Regulations are an integral part of the agreement.

ART. 14

#### **DAMAGE**

Camping Tamaro has the right to claim compensation from the hirer for any damage that is caused to or in the rented facilities.

ART. 15

#### **EXCEPTIONS**

The Camping Rules and Regulations are based on Art. 20 Para. 1 of the Camping Act dated 26 January 2004 (11.3.2.2) and Art. 12 Para 1 of the Regulations dated 27 April 2004 on the Camping Act (11.3.2.2.1). These regulations are enforceable by the police and are therefore mandatory so Camping Tamaro is not able to grant any exceptions.

ART. 16

#### **SUB-LETTING**

- 1 Sub-letting of the item is not permitted.
- 2 The rights arising from the agreement may not be transferred to third parties

ART. 17

#### **BREACHES**

Breaches of these regulations can result in payment of a contractual penalty of up to CHF 300.— and immediate expulsion from the campsite. Cases of serious breach can be reported to the competent criminal prosecution authorities.

ART. 18

#### **PHOTO / VIDEO**

During the season, videos and photographs are often taken solely for the promotion of the campsite. If you do not wish to give your consent, you must inform us when you access the campsite. Otherwise it is assumed that the guest agrees to be photographed.

**ART. 19** 

# **DATA PROTECTION**

The processing of data is carried out in accordance with Swiss legislation (Federal Law on Data Protection and corresponding ordinance). Further information can be found at www.campingtamaro.ch (Privacy Policy).

**ART. 20** 

#### PLACE OF JURISDICTION

Tenero-Contra (Ticino)





