

## GENERAL TERMS AND CONDITIONS

The prices for rooms and suites are indicated per person and day.  
Single occupancy of a double room: starting from +50% surcharge

Reductions: 3rd person in the room (with 2 people paying the full price): -30%.  
Reduction for children:

- children until the age of 6 month: -100%
- children from 6 until 24 month pay Euro 20,00 / day and child
- children from the age of 2 until the age of 14: -50%

### Reservation:

Reservations and cancellations can only be accepted in written form.

Deposit: In order to have your reservation confirmed, we ask for a deposit (= caparra confirmatoria) of Euro 450,00 per room

Advice: We recommend you to effect a travel cancellation insurance with us. This insurance provides financial cover in cases where you have to cancel your holidays due to major reasons. Without a travel cancellation insurance, the deposit will not be refunded.

Surcharge for short stays: (up to 2 nights) + 20%

Dogs: 15,00 € - € 20,00 / day (excluding food) and final cleaning 70,00 €, if needed. Please note, that dogs are not allowed in the restaurant and in the wellness area.

### Arrival and departure times:

On the day of your arrival, your holiday accommodation will be available after 3 p.m. Please inform us, if your arrival is delayed after 7 p.m. On the day of departure, check out time is no later than 11 a.m. You are welcome to use our wellness area (including the afternoon buffet) for the whole day on your day of departure paying an extra charge of 28,00 €. LATE CHECK-OUT and EARLY CHECK-IN: only if available, after prior arrangement and against payment of a fee.

### Payment:

The final bill can be settled with cash or credit card (visa, mastercard or american express)

Cancellation: „The right of withdrawal as laid down in the Consumers' Code is not contemplated - however, we are willing to apply the following conditions for withdrawal“ (see Art. 7 GTC):

By 3 months prior to arrival: none

By 3 months to 1 month prior to arrival: 40%

By 1 month to 1 week prior to arrival: 70%

Within the last week prior to arrival: 90%

„Notification pursuant to Part III, Section III, Paragraph I of Italian Legislative Decree no. 206/2005 (Consumers' Code)“

We recommend a travel cancellation insurance.

We also refer to the “General Terms and Conditions” of the accommodation facilities associated with the Tourism Offices of Val Gardena” in their respective valid version which regulate the present accommodation contract.

General Terms and Conditions of the accommodation facilities associated with the Tourism Offices of Val Gardena

The present General Terms and Conditions, hereinafter also referred to as “GTC”, regulate the respective rights and obligations of the parties involved in the Accommodation Agreement being the accommodation facility and the client and/or the contracting party. These GTC do not preclude special agreements between the accommodation facility and the client and/or the contracting party which in case of doubt have primacy in application. These special agreements shall be concluded in any case in written form.

The client and/or the contracting party shall be required to carefully read the GTC and to take special notice of each clause.

## **Art. 1 (Definitions)**

1.1. “Accommodation provider” or “accommodation facility” means an individual and/or entity, an association or corporation who accommodates clients upon payment.

1.2. “Contracting party” means an individual and/or entity, an association or corporation who stipulates an Accommodation Agreement as client and/or as contractor, agent, intermediary or in any other form for a client.

1.3. “Client” means an individual who uses the accommodation. If the client is not the contracting party at the same time (for example a fellow traveller etc.), the present GTC shall be applied by analogy.

1.4. “Accommodation Agreement” means the contract stipulated between the accommodation provider and the client and/or the contracting party whose content shall be regulated by the present GTC.

## **Art. 2 (Order/Reservation)**

2.1. By placing an order/reservation the contracting party agrees to the present GTC not only for

himself/herself but also for any additional clients should an accommodating contract be entered into. Moreover, the contracting party declares to be authorized to accept these GTC in the name of those clients on whose behalf the Accommodation Agreement is stipulated.

2.2. The offer elaborated by the accommodation facility shall be valid for 1 (one) day. After the end of this term the offer shall no longer be valid and thus the offer of availability and price cannot be hold open.

2.3. The accommodation provider shall be committed to confirm the reservation in written form by sending a confirmation of reservation (indicating the period of stay, the services booked and the total price) by email, telefax or mail to the address indicated by the contracting party.

2.4. The contracting party shall be required to carefully check the confirmation of reservation and to contact the accommodation provider immediately in case of a reputed incorrectness or incompleteness therein.

### **Art. 3 (Execution of the contract)**

3.1. The Accommodation Agreement shall be entered into with the acceptance of the reservation made by the contracting party on the part of the accommodation provider, i. e. with the transmission of the confirmation of reservation in accordance with clause 2.3.

3.2. The accommodation provider shall be entitled to enter into the Accommodation Agreement under the condition that the contracting party pays a deposit in order to confirm the reservation in accordance with Art. 1385 of the Italian Civil Code. In such event, the accommodation provider shall be obliged to inform the contracting party of the required deposit before accepting the written or oral order of the contracting party. If the contracting party agrees to the deposit (in writing or orally), the Accommodation Agreement shall be deemed entered into upon the receipt of the contracting party's declaration of consent on the deposit by the accommodation provider.

3.3. The deposit shall be deemed as instalment of the agreed remuneration.

3.4. If the payment of the deposit does not take place within 10 (ten) days, the accommodation facility shall reserve the right to rescind from the Accommodation Agreement by means of a unilateral declaration. Additionally the proprietor shall be held harmless by the contracting party and shall reserve the right to claim the payment of cancellation fees in accordance with Art. 7 of the present GTC.

### **Art. 4 (Accommodation prices)**

4.1. The indicated accommodation prices shall be intended per person and day unless otherwise agreed upon.

4.2. The prices for optional additional services (wellness, sport activities, excursions, etc.), if available, shall be indicated by the accommodation provider in form of a separated price list.

4.3. In case of short-term stays, the accommodation provider shall be entitled to apply fixed or percentage surcharges which shall be communicated to the contracting party before the execution

of the contract.

#### **Art. 5 (Start and end of accommodation)**

5.1. Unless no other time was agreed upon, the client shall be entitled to move into the rented accommodation from 3 p.m. on the agreed date (“date of arrival”).

5.2. The rented accommodation shall be vacated by the client no later than 10 a.m. on the date of departure. Unless otherwise agreed by the parties, the accommodation provider shall be entitled to charge an additional day of accommodation if the rooms are not vacated in due time.

#### **Art. 6 (Change of booking; extension of stay; premature departure)**

6.1. In the case that the contracting party intends to change the already confirmed reservation, the corresponding request shall be made in written form, where appropriate even by telefax or via email.

6.2. The accommodation provider shall reserve the right to accept or to refuse the change of booking according to the availability. Any change of booking shall be deemed as rescission from the Accommodation Agreement entered into previously and thus shall represent the execution of a new contract with all its related legal consequences.

6.3. In any case, the accommodation provider shall be entitled to apply the cancellation fees in accordance with the present GTC.

6.4. Should the accommodation provider intend to exercise his/her right in accordance with clause 6.3., he/she shall be obliged to communicate this intention to the contracting party prior to the conclusion of the change of booking.

6.5. The contracting party may not claim for a prolongation of their stay. If the contracting party informs the accommodation provider in time that they intend to prolong their stay, the accommodation provider may consent to a renewal of the Accommodation Agreement. However, the accommodation provider shall not be obliged to do so.

6.6. If the contracting party is prevented from leaving the accommodation facility on the date of departure since all ways of travel are blocked or unusable due to unforeseeable extraordinary events (e.g. extreme snowfall, floods, etc.), the Accommodation Agreement shall automatically be renewed for the duration of such prevention from departure. The remuneration to be paid for this period may only be reduced if the contracting party is unable to fully use the offered services of the accommodation facility due to the extraordinary atmospheric conditions. The accommodation provider shall be entitled to charge as a minimum the remuneration corresponding to the price usually charged in the low season.

6.7. If the client leaves prematurely, the accommodation provider shall be entitled to charge the remuneration for the whole contract period or the total agreed remuneration, respectively. This sum is owed without any deductions for any non-used services.

## **Art. 7 (Rescission from the Accommodation Agreement– Cancellation fee)**

7.1. Up to 3 (three) months prior to the agreed date of arrival of the client, all contracting parties may rescind from the Accommodation Agreement without having to give a reason and without any contractual penalties or mutual claims.

7.2. Outside the period specified in clause 7.1., the contracting party may rescind from the Accommodation Agreement by means of a written declaration subject to the following cancellation fees:

- 40 % of the total agreed price by 1 (one) month prior to the date of arrival;
- 70 % of the total agreed price by 1 (one) week prior to the date of arrival;
- within the last week prior to the date of arrival and in case of a no-show the total agreed price shall be paid – as contractual penalty –, less charges the accommodation provider saves due to the failure to use its scope of services or maintained by renting the booked accommodation to other clients. Such savings shall only be deemed to exist if the capacities of the accommodation facility are fully used upon the client's failure to use the booked accommodation and the accommodation can be rented to other clients due to the cancellation by the contracting party. The onus of proof to show that savings have been made rests with the contracting party.

7.3. Any already paid deposits shall be credited on the owed contractual penalty.

## **Art. 8 (Rights and obligations of the contracting party and of the client)**

8.1. By entering into an Accommodation Agreement, the contracting party/the client shall acquire the right to make normal use of the rented accommodation and the amenities of the accommodating facility that are usually accessible to the clients for use without any special conditions, and of the usual service. The client shall exercise his/her rights in accordance with any applicable internal client regulations (rules of the house).

8.2. The contracting party shall be obliged to pay the agreed remuneration plus any extra amounts which have arisen from the use of special services by the contracting party and/or the accompanying clients by the date of departure at the latest.

8.3. The accommodation provider shall not be obliged to accept non-cash means of payment or foreign currencies. If the contracting party does not intend to pay the remuneration in cash or in the national currency, they are obliged to check with the accommodation provider on the possible payment options. If the accommodation provider accepts non-cash means of payment or foreign currencies, the contracting party shall pay any associated costs.

## **Art. 9 (Rights and obligations of the accommodation provider)**

9.1. The accommodation provider shall be obliged to provide the agreed services to an extent that complies with their standards.

9.2. The accommodation provider may supply the contracting party or the client with an adequate alternative accommodation (of the same quality) provided that this is reasonable for the contracting party, particularly if the difference is insignificant and objectively justified.

9.3. An objective justification in accordance with clause 9.2. shall, for example, be deemed given if the contractual accommodation has become unusable, clients who have already been accommodated prolong their stay, the facility is overbooked, or if this becomes necessary due to other important operational activities.

9.4. In the event of the provision of an alternative accommodation pursuant clauses 9.2. and 9.3., any extra expenses arising from such an alternative accommodation shall be borne by the accommodation provider.

9.5. If services are requested in the room of the contracting party or during unusual times of the day (after 8 p.m. and before 6 a.m.), the accommodation provider shall be entitled to charge an extra remuneration. However, such extra remuneration shall be indicated on the price list exposed in the room. The accommodation provider may also refuse such services for operational reasons.

9.6. The accommodation provider shall be entitled to issue invoices or interim invoices for its services at any time.

9.7. Art. 2760 of the Italian Civil Code grants the accommodation provider a privilege with respect to the expenses incurred by providing any service and/or performance in kind for the accommodated persons. Therefore, if the contracting party refuses to pay or is in arrears with the agreed remuneration, the accommodation provider is entitled to make use of the legal right of retention with respect to the items brought along by the contractual party, provided that these items should still be on the premises of the accommodation provider or at localities belonging thereto.

## **Art. 10 (Brought along and consigned items)**

10.1. In accordance with Art. 1783 of the Italian Civil Code the accommodation provider shall be liable for any damage, destruction or theft of the items brought along by the client into the accommodation facility. Items brought along by the client into the accommodation facility are:

- items which are to be found there during the stay of the client;
- items which have been deposited with the accommodation provider outside the accommodation facility during the stay of the client;
- items which have been deposited with the accommodation provider inside the accommodation facility as well as outside it within a reasonable period of time before or after the stay of the client.

10.2. The liability shall be limited to the value of the damaged, destructed or stolen items, up to the equivalent of a hundredfold of the accommodation price for one day.

10.3. The accommodation provider shall be liable beyond the limits stipulated in clause 10.2., if the damage, destruction or theft of the items brought along by the client into the accommodation facility is the provider's fault.

10.4. The liability of the accommodation provider is not limited:

- if the items were deposited with and were accepted by the accommodation provider;
- if the accommodation provider refused to deposit items which he/she was obliged to accept.

10.5. The accommodation provider shall be obliged to accept securities, cash money and valuables; he/she shall only be entitled to refuse them, if the items are dangerous or if they are excessively valuable or of bulky dimensions considering the importance and the conditions of the management of the accommodation facility. The accommodation provider shall be entitled to request, that the items are handed over for deposition to him/her in a closed and sealed container.

10.6. The accommodation provider may not be held liable if the damage, the destruction or the theft is caused by:

- the client, his/her accompanying persons, people at his/her service or people who visit him/her;
- due to force majeure;
- due to the nature of the item.

10.7. The accommodation provider shall be notified without delay in case of a damage, destruction or theft of an item brought to the accommodation facility.

## **Art. 11 (Pets)**

11.1. Pets may only be brought to the accommodation facility with the prior consent of the accommodation provider and against an extra fee.

11.2. The client bringing along a pet shall be obliged to properly keep such pet during his/her stay.

11.3. The client shall be liable to ensure that the pet is healthy and complies with all veterinary requirements.

11.4. The client shall be liable towards the accommodation provider for any damage caused by the pets brought along. Such damage includes particularly also any compensation to be paid by the accommodation provider to third parties.

11.5. Pets shall not be permitted to enter the lounges, common rooms, restaurants and wellness areas.

## **Art. 12 (Force majeure)**

12.1. Except for the in the present GTC explicitly specified cases, the accommodation provider shall have no liability for any type of damage suffered by the client if he/she cannot partially or fully use the services of the accommodation facility due to “force majeure”.

12.2. “Force majeure” shall comprise any event which cannot be foreseen or prevented – acting carefully and wisely – by the accommodation provider including but not limited to: war or warlike conditions, riots, civil wars, terrorist attacks, natural disasters, nuclear accidents, fire, unfavourable weather conditions, interruption of the communication channels/roads or interruption of the power, gas or water supply which are not attributable to the accommodation provider, strikes and all events which are beyond the control of the accommodation provider.

## **Art. 13 (Applicable law; Place of jurisdiction)**

13.1. These GTC are governed by the Italian adjective and substantive law under exclusion of the provisions of international private law and the UN Sales Convention.

13.2. If the contracting party is not a consumer in accordance with the Italian Legislative Decree No. 206 of 6th October 2005, the exclusive place of jurisdiction shall be Bolzano.

## **Art. 14 (Final provisions)**

14.1. Should individual regulations of this contract be or become ineffective or void or invalid, the rest of the regulations of the present GTC shall not be affected thereby.

14.2. In the case regulatory gaps and/or omissions, whether present from the beginning or emerged later, the corresponding legal provisions shall apply.