

GENERAL TERMS AND CONDITIONS OF SPARERHOF SNC

1. GENERAL PROVISIONS

- 1.1. These General Terms and Conditions govern the mutual rights and obligations arising from the accommodation contract (hereinafter referred to as the "**accommodation contract**") between Sparerhof S.n.c., with registered office in I-39018 Vilpiano (BZ), Via Nalles No. 2 (hereinafter also referred to as "**SPARERHOF**"), as the operator of the accommodation facility of the same name, "*Hotel Sparerhof*", on the one hand, and the respective customer (hereinafter referred to as the "**customer**") on the other hand.
- 1.2. Any deviating and individually agreed written agreements between SPARERHOF and the customer (hereinafter collectively also referred to as the "**parties**") shall take precedence over these General Terms and Conditions in the event of contradictions.
- 1.3. SPARERHOF reserves the right to amend these General Terms and Conditions at any time. The amendments shall automatically apply to all accommodation contracts concluded at a later date.

2. CONCLUSION OF THE CONTRACT

- 2.1. The accommodation contract shall be deemed to have been concluded and the present General Terms and Conditions shall be deemed to have been accepted in the case of an analogous conclusion of the contract with the signing of the contract documents by the customer in the facilities of SPARERHOF; in the case of a contract concluded by email with the acceptance sent by electronic post by the customer of the offer forwarded by SPARERHOF, which is valid for three days; and in the case of a contract concluded via the website of SPARERHOF by clicking on the "Accept with payment obligation" button or an equivalent expression by the customer.
- 2.2. SPARERHOF shall send the customer a booking confirmation by email to the address provided during the conclusion of the contract, stating the period of stay, the services booked and the total price. The customer is required to check it and to contact SPARERHOF immediately and in any case within three days of transmission in the event of any alleged inaccuracies or incompleteness. If the customer does not notify SPARERHOF in writing of any alleged inaccuracies or incompleteness within the aforementioned period, the accommodation contract shall be deemed to have been concluded in accordance with the conditions as set out in the booking confirmation.
- 2.3. If the accommodation contract is concluded by the customer in favour of one or more third parties, these General Terms and Conditions shall apply mutatis mutandis and shall be deemed to have been accepted by the third party. The party concluding the contract is jointly liable with the customer for all claims of SPARERHOF arising from this contract.

3. SERVICES

- 3.1. The customer is entitled to the agreed services in accordance with the booking confirmation.
- 3.2. The customer has the right to occupy the hotel room from 3 p.m. on the day of arrival and must leave it by 11 a.m. on the day of departure. If the customer does not leave the hotel room by the aforementioned time, a lump sum of € 100.00 (one hundred,00) will be charged for use of the room until 3 p.m., and a lump sum of € 250.00 (two hundred and fifty,00) will be charged from 3 p.m. and for each subsequent day.
- 3.3. If the customer arrives at the accommodation facility after 9 p.m., he is obliged to inform SPARERHOF at least one day in advance.
- 3.4. Upon arrival at the accommodation facility, the customer undertakes to provide SPARERHOF with an identity document so that a copy of the same can be made in order to fulfil the obligations provided for by law and, in particular, the provision contained in Art. 109 of the Consolidated Text of Laws on Public Security (R.D. No. 773/1931). SPARERHOF is entitled to

refuse the customer's check-in if they fail to comply with the above obligation. In this case, the provision set out in Art. 5.2. lit. c) shall apply.

- 3.5. SPARERHOF is entitled to provide the customer with equivalent replacement accommodation if the rooms specified in the contract have become unusable, existing customers have extended their stay, there is overbooking, or other important operational measures make this necessary.

4. DEPOSIT AND PAYMENT

- 4.1. The customer undertakes to pay a deposit at the time of conclusion of the contract for confirmation pursuant to Art. 1385 of the Italian Civil Code in the amount of 50% of the total amount owed by him, as stated in the booking confirmation (hereinafter also referred to as the "**payment**").
- 4.2. The remaining 50% of the payment is due upon arrival at the accommodation facility. SPARERHOF is entitled to refuse the customer's check-in if this amount is not paid. In this case, the provision set out in Art. 5.2. lit. c) shall apply.
- 4.3. In addition to the payment specified in the booking confirmation, customers are required to pay a tourist tax of €2.00 per person per night or any other amount subsequently determined, which must be paid at the accommodation facility upon departure.
- 4.4. The place of fulfilment and payment for all services under the accommodation contract is the registered office of SPARERHOF.
- 4.5. The agreed payment includes the applicable value-added tax.
- 4.6. Payments shall be made exclusively in euro (€). In the case of foreign currencies, exchange rate differences and bank charges shall be borne by the customer. Payments in foreign currencies shall be credited on the date of validation.
- 4.7. Complaints regarding the invoices issued must be reported to SPARERHOF immediately and in any case within three days of their transmission. If the customer does not notify SPARERHOF in writing of any alleged inaccuracies or incompleteness in the invoice within the aforementioned period, the content of the invoice shall be deemed accepted.
- 4.8. In the event of late payment, the parties agree on a moratory interest rate of 3% p.a. and a lump sum amount of €20.00 (twenty) owed by the customer for each payment reminder.
- 4.9. If the period between the conclusion of the accommodation contract and the date of arrival exceeds twelve months and the costs incurred by SPARERHOF for its services or the value-added tax increase, SPARERHOF may adjust the payment appropriately and by up to 10%.

5. CANCELLATION

- 5.1. SPARERHOF reserves the right to withdraw from the accommodation contract with at least 30 days' notice, whereby the customer will be informed by written declaration sent to the email address provided when the contract was concluded and will be refunded twice the value of the deposit in accordance with Art. 4.1. Any further claims for damages or compensation by the customer in the event of withdrawal by SPARERHOF are expressly excluded.
- 5.2. The customer has the right to withdraw from the contract, whereby the withdrawal must be made in writing within the respective periods specified below to the email address *info@hotelsparerhof.it*, and, in the event of withdrawal, the following amounts shall be owed by the customer:
 - a) If cancellation is made more than 30 days before the agreed arrival date: SPARERHOF is entitled to retain the deposit paid in accordance with Art. 4.1.
 - b) If withdrawal occurs between 30 days and 5 days before the agreed arrival date: SPARERHOF is entitled to retain the deposit paid in accordance with Art. 4.1. and to demand an additional 25% of the payment owed by the customer;
- 5.3. In the event of notification less than 5 days before the agreed arrival date and the event of no-show by the customer, SPARERHOF is entitled to retain the deposit paid in accordance with Art. 4.1. and to demand the remaining 50% of the remuneration owed by the customer.

- 5.4. If an accommodation contract is concluded for the use of more than two hotel rooms, the corresponding amount shall be charged in accordance with Art. 5.2. in relation to the respective hotel rooms.
- 5.5. In the event of late arrival or early departure by the customer, the full amount is due.
- 5.6. The customer acknowledges that the right of withdrawal granted to them under Article 52 of the Italian Consumer Code (D. Lgs. No. 206/2005) is excluded pursuant to Article 59(1)(n) of the Italian Consumer Code, as the accommodation contract provides for a specific date or a specific period for the provision of services in accordance with the aforementioned regulation.

6. LIABILITY

- 6.1. Pursuant to Art. 1229 of the Italian Civil Code, the parties agree that SPARERHOF accepts no liability for damage arising in connection with the use of its facilities and that the customer waives all claims and demands in this regard. This does not include cases of intent and gross negligence on the part of SPARERHOF.
- 6.2. The customer is liable for damage to people and/or property caused by themselves or their fellow travellers.

7. PETS

- 7.1. Small pets may be brought to the accommodation upon prior notification to SPARERHOF. In this case, an additional fee of € 15.00 per day will be charged, without SPARERHOF providing food. Pets are not allowed in the dining room or swimming pool. The customer is liable for any damage caused by the animals they bring with them in accordance with Art. 2052 of the Italian Civil Code.

8. APPLICABLE LAW AND PLACE OF JURISDICTION

- 8.1. The parties agree that this contract is governed by Italian law, excluding the provisions of international private law, whereby the customer, in accordance with Article 6(2) of the Rome I Regulation, shall also enjoy the protection of the mandatory provisions of the law that would apply in the absence of this clause.
- 8.2. The Court of Bolzano shall have exclusive jurisdiction over any disputes arising between the parties regarding the interpretation, execution, and/or termination of this contract, including disputes regarding its legal validity.

9. FINAL PROVISIONS

- 9.1. Should provisions of these General Terms and Conditions be ineffective and/or void, this shall not affect the efficacy and validity of the remaining provisions. The parties are obliged to replace the invalid and/or void provisions or parts of provisions with legally effective and valid provisions that correspond as closely as possible to the economic meaning and purpose of the invalid and/or void provisions or parts of provisions.
- 9.2. Pursuant to Article 2725 of the Italian Civil Code, the parties agree that all agreements made after conclusion of the accommodation contract in accordance with Article 2.1 must be made in writing in order to be valid and effective. The same applies to any waiver of this written form requirement.
- 9.3. In case of doubt, the German text of the General Terms and Conditions shall prevail and shall take precedence in the event of contradictions over versions in other languages.

Pursuant to the Articles 1341 and 1342 of the Italian Civil Code, the customer declares that he specifically approves the provisions contained in Art. 2.2. (verification of booking confirmation), Art. 3.4. (identity document), Art. 3.5. (replacement accommodation), Art. 4.2. (payment), Art. 4.7. (complaints regarding invoices), Art. 5.1. (withdrawal SPARERHOF), Art. 5.2. (withdrawal customer), Art. 5.3.

(withdrawal customer), Art. 5.6. (exclusion of the right of withdrawal), Art. 6.1. (exclusion of liability) and Art. 8.2. (place of jurisdiction) of the General Terms and Conditions.