

### Section 1 Conclusion of contract

Via email: [Info@ilsalotto.info](mailto:Info@ilsalotto.info)

- (1) Upon receipt of a non-binding availability enquiry to [info@salotto.info](mailto:info@salotto.info) from the prospective guest, the contract partner (host) will check the availability of the requested rental property and send a response by email. Where the requested rental property is vacant for the desired period, the contract partner will send a commensurate offer, which may be accepted by the prospective guest via email within three days. The requested rental property will remain available to the prospective guest for the period in question.
- (2) Following acceptance of the offer by the prospective guest, the contract partner will send a booking confirmation.
- (3) The offer will include the total price of the booking, the booking period and the following general terms and conditions.
- (4) Where capacity is not available for the requested period, the contract partner will send notification of the unavailability by email, together with an offer for the next-available booking period. (1) to (3) above apply accordingly.
- (5) The prospective guest is required to provide full personal and address details by no later than acceptance of the offer as specified in (2) above.

### Section 2 Subject matter of the contract and service description

Full details of the contract subject matter are provided for guests in the service description of the individual apartments in the property on the [www.ilsalotto.info](http://www.ilsalotto.info) website.

### Section 3 Terms of payment, optional services

- (1) Upon conclusion of the contract, a deposit of 20% of the total price is payable immediately upon notification of the booking confirmation.
- (2) The outstanding amount is payable 4 weeks prior to arrival. In the case of short-notice bookings, i.e. with a period of less than 28 days between booking and arrival the total price is payable immediately.

- (3) The total price includes all usage-based ancillary costs. An account of the usage-based ancillary costs is not provided as these costs are settled upon payment of the total price.
- (4) The total price includes a fee for final cleaning and the cost of bedding and hand towels, including a weekly change. The guest is responsible for cleaning the apartment during the contract term, with the necessary equipment provided throughout the building free of charge.
- (5) Breakfast can be booked as an à la Carte option on site. Where breakfast is not booked together with the apartment booking, it may be booked with the staff on site as an optional service one day in advance. Further information is provided in the service description on our website. Additional costs for breakfasts subsequently booked are payable directly on site upon departure. Breakfast is served in the tasting area.
- (6) In the communal tasting area (please note opening hours), for an additional charge the host offers a selection of international wines, selected cocktails and drinks, various plates of typical local antipasti and also 'themed evening meals' on certain evenings. Payment for these items can be made on site.  
Further details are available at the resort. The 'themed evening meal' must be booked on site at least 2 days in advance.
- (7) Guests can pay using the SEPA direct debit scheme or by credit card. For payments using the SEPA direct debit scheme, the host requires a so-called 'mandate' to allow a direct debit of the payable price (deposit and balance payment) to be booked from the guest's current account. The respective mandate is part of the booking confirmation. Guests can also pay by credit card. The host requires the guest's address or, if applicable, that of the document recipient, in addition to the guest's consent to charge the respective amount to their credit card. Additional authentication features are also sometimes required for online sales.

#### **Section 4 Security deposit**

- (1) The guest is required to pay a security deposit, payable together with the total price in accordance with Section 3 (2) above. The security deposit amount depends on the property booked and is as follows:
  - a. Apartment: EUR 500.00
  - b. Villa: EUR 700.00
  - c. Entire resort: EUR 2,200.00.
- (2) The contract partner may settle any claims pertaining to the contract asserted against the guest during or following termination of the contact from the security deposit amount. Such claims specifically include claims for compensation resulting from damage to the apartment inventory.
- (3) Insofar as not exhausted as per (2) above, the security deposit will be refunded to the guest's account provided with the booking within 14 days of conclusion of the stay.

#### **Section 5 Start and end of rental period**

- (1) In the absence of an alternative occupation time offered by the host, the guest may occupy the room from 4 p.m. on the agreed date of arrival.
- (2) Where a room is first occupied before 6 a.m., the previous night will be deemed the first night of occupation.
- (3) Guests are to vacate the rooms by 11 a.m. on the date of departure. The host may charge for an extra day if the rented rooms are not promptly vacated.

#### **Section 6 Animals, no-smoking policy and other information**

Animals are permitted in the living accommodation and outside areas, with the exception of the tasting area and the swimming pool zone. A daily fee of EUR 10.00 per animal and an additional final cleaning charge of EUR 20.00 is payable for the accommodation of animals, and can be paid with the total price or separately on site.

Guests are to ensure that their accompanying animals do not disturb other guests. In the event of failure to meet this requirement, the contract partner may prematurely and extraordinarily terminate the contractual relationship and require the guest to vacate the property.

A strict no-smoking policy applies in all il Salotto Resort buildings.

Please note that only limited access is available for lowered vehicles for the last 800m to the Resort due to the nature of the road.

### **Section 7 Extension of the rental period**

Guests wishing to extend their original booking are requested to notify the contract partner of this wish at the earliest possible opportunity by email or by informing the on-site personnel. The duration of the stay may be extended subject to room availability. The respective costs of the extension are payable on site and, subject to alternative agreements, are calculated in accordance with the originally agreed contract terms.

### **Section 8 Cancellation by the guest prior to arrival, cancellation fees and premature departure**

- (1) Guests may cancel the contract at any time prior to the arrival date. Cancellation is to be communicated in writing to the contract partner.
- (2) The contract partner is not entitled to claim full payment where the visitor cancels before the arrival date or fails to travel. In place of full payment, the contract partner may require suitable compensation, provided it is not responsible for the cancellation and there are no exceptional circumstances at the intended destination or in its direct vicinity. Circumstances will be deemed unavoidable or extraordinary where outside the contract partner's control and if the consequences of such would have been unavoidable had all reasonable precautions been taken.

- (3) Details of the flat-rate cancellation fees are listed in (4) below and are calculated on the basis of the total price, less the value of expenses spared and income obtained by the contract partner through alternative utilisation of the respective services. The following flat-rate fees also take into account the period between notification of cancellation and the arrival date and, at the request of the guest, will be substantiated by the contract partner. The guest also remains at liberty to furnish evidence showing that the charges incurred by the contract partner are substantially lower than the flat-rate fees charged to the guest.
- (4) The standard cancellation fees are
  - a. up to 46 days prior to the arrival date: 25%
  - b. within 45 days prior to the arrival date: 40%
  - c. within 7 days prior to the arrival date or in the case of non-arrival: 80%
- (5) Where the contract partner is obliged to partially or fully refund the total price as a result of cancellation, the refund is to be promptly paid following receipt of the cancellation notice and at the latest within 14 days. Payment will be made to the guest's account provided with the booking.
- (6) In the case of premature departure, the guest remains obliged to pay the total price in full.

## **Section 9 Substitute persons**

- (1) Within a suitable period prior to the arrival date, the guest may nominate in writing a third party substitute to assume responsibility for the guest's rights and obligations arising from the contract. Commensurate notification will be deemed timely where received by the contract partner by no later than seven days prior to the arrival date.
- (2) The contract partner may object to third-party substitution of the guest where the third-party in question does not fulfil the contractual travel requirements.
- (3) In the event of third-party substitution of the registered guest, the host is entitled to require the payment of a flat-rate fee of EUR 10.00 to cover the administration costs pertaining to the substitute person. The guest remains at liberty to furnish evidence showing that no or substantially lower costs were incurred as a result of substitution by the third-party.
- (4) The guest and substitute person are jointly and severally liable for payment of the total price and costs arising from the respective substitution.

## **Section 10 Travel insurance**

The contract partner recommends the conclusion of a comprehensive travel insurance package with a suitable insurance company, including travel cancellation insurance and insurance to cover repatriation in the event of accident or illness.

## **Section 11 Withdrawal and cancellation by the contract partner**

(1) The contract partner may cancel the contract without notice where provision of the stay is continually disrupted by the guest despite commensurate warning from the contract partner. The same applies where the guest's conduct is contrary to the contract to such an extent that an immediate termination of the contract is justified, whereby the contract partner is nonetheless entitled to payment of the total price. Any additional costs for the return journey are to be borne by the offending party.

The contract partner must, however, offset the value of expenses saved and advantage gained through the alternative use of non-provided services.

(2) The contract partner may withdraw from the contract prior to the arrival date where unavoidable, extraordinary circumstances prevent performance of the contract; in any such case the contract partner is to promptly notify withdrawal upon gaining knowledge of the reason for withdrawal. Where the contract party withdraws from the contract in any such case, entitlement to claim the total agreed price will lapse. The deposit/total price will be refunded without delay to the guest's account provided with the booking.

## **Section 12 Diligence, notice of defects, compensation**

(1) All premises, including furniture in the rooms, communal areas and other objects, are to be treated with care. Guests are to ensure commensurate diligence on the part of persons accompanying and/or visiting them. Guests are responsible for culpable damage caused by themselves or accompanying persons to the rental property, furniture or other objects in the rental property.

- (2) Defects arising upon occupation of the rental property and/or during the rental period are to be promptly reported to the contract partner in an appropriate manner.
- (3) Regarding all claims for compensation asserted against the contract partner due to unlawful acts not founded on wrongful intention or gross negligence, liability for compensation shall be limited to three times the total price. These maximum liability amounts apply respectively per guest and stay.

### **Section 13 Data protection**

Personal data provided by the guest to the contract partner is electronically processed and used to the extent necessary for performance of the contract. All personal data pertaining to the guest is processed in accordance with German and European data protection law. The privacy statement is available under the following link:  
[www.ilsalotto.info/datenschutzerklaerung](http://www.ilsalotto.info/datenschutzerklaerung)

### **Section 14 Choice of law and legal venue**

- (1) This contract is subject to German substantive and procedural law to the exclusion of the provisions of international private law and the United Nations Convention on Contracts for the International Sale of Goods.
- (2) Exclusive legal venue in the case of bilateral commercial transactions are the administrative headquarters of the contract partner, whereby the contract partner is also entitled to assert its rights before any other court holding commensurate local authority.
- (3) In the case of contracts concluded with a guest who is a consumer domiciled or habitually resident in a member state of the European Union, Norway or Switzerland, judicial proceedings against the consumer may be filed solely in the consumer's domicile. Judicial proceedings asserted against the contract partner by a consumer domiciled or habitually resident in a member state of the European Union, Norway or Switzerland may be lodged at the headquarters of the contract partner or the consumer's domicile.
- (4) The provisions of (3) above apply subject to alternative agreement concluded following emergence of the dispute.

## Section 15 Concluding provisions

- (1) The inoperativeness of any individual provisions of this agreement shall be without prejudice to the validity of the contract in remainder. The inoperative provision shall be replaced with an alternative statutory provision most closely meeting the intention of the contracting parties had the provision in question been effectively agreed.
- (2) No verbal ancillary agreements have been concluded.
- (3) The headquarters of the contract partner are located in Hüfingen, Germany.

Created: 28.11.2020

Il Salotto



Resort  
il Salotto s.r.l. agricultural company  
Frazione Pancole  
Località Salotto 72/A  
58054 Scansano (GR)  
Italy

Tel +39 3898 509445  
[info@ilsalotto.info](mailto:info@ilsalotto.info)  
[www.ilsalotto.info](http://www.ilsalotto.info)

Administration and shipping  
Hohenstrasse 17  
78183 Hüfingen  
Germany

Tel +49 771 158979 150  
Tel +39 3898 509445  
[info@ilsalotto.info](mailto:info@ilsalotto.info)  
[www.ilsalotto.info](http://www.ilsalotto.info)