

Terms and conditions of sale

www.dimidiumbnb.it

A) General provisions

This document represents the entire contract regulating the sale of accommodation and accessory services offered by Dimidium B&B, in the person of its owner, Mrs. Valentina Colombo, with registered place of business in Canossa (RE), Via Selvapiana 99, VAT NO. IT01691390056, certified email (PEC): valentina.colombo@legalmail.it, email: info@dimidiumbnb.it Economic and Administrative Index (REA) RE - 333340, at her facility, through the website www.dimidiumbnb.it and its relevant subdomains. By confirming a booking, the customer and/or guest warrants to be well aware of and accept these terms and conditions of sale, as well as to be well aware of and accept its house rules they commit to follow.

The language of this contract is the Italian language.

The agreement to these terms and conditions shall be given by ticking the relevant box at checkout in order to finalise the purchase.

Such agreement shall be deemed to be given also in compliance with Articles 1341 and 1342 of the Italian Civil Code.

Sending an order implies the knowledge and acceptance of these terms of purchase. Should the user not agree with these terms and conditions, they are kindly requested not to use the website to purchase their stay.

The facility reserves the right to update, amend and supplement these general terms and conditions at any time. Such changes shall be effective on the date they are published on the website and from that moment they are deemed to be known by the user.

The agreed terms and conditions at the time of the order shall also apply to each purchase.

These general terms and conditions are effective for all customers, whether private persons or professionals, buying through the website.

B) Definitions

For the purposes of these terms and conditions, the words hereunder shall have the following meaning.

Website or platform: the website www.dimidiumbnb.it owned by the facility, where the accommodation services are explained and offered and can be booked;

Facility: means the accommodation facility in the form of B&B and its relevant accessories designated to accommodate its guests under the name of Dimidium, in the person of its owner, Mrs. Valentina Colombo, with registered place of business in Canossa (RE), Via Selvapiana 99, VAT NO. IT01691390056, certified email (PEC): valentina.colombo@legalmail.it, email: info@dimidiumbnb.it

User: any natural person or legal entity visiting the website.

Customer or contracting party: the user, whether natural person or legal entity, who sends the booking enquiry and stipulates an accommodation contract with the facility. Should the booked accommodation be used by a different person other than the contracting party, the latter is jointly liable with the guest of the obligations under this contract;

Guest: the beneficiary of the stay, who can be a different person from the customer that sent the booking enquiry. The term guest throughout this document is used to include any authorized companions;

Consumer: the natural person making the purchase for purposes other than a business, retail, artisan or professional activity.

High season: in this facility, high season includes following dates or periods: Christmas, New Year's Day, January 6th, Easter and Easter Monday, April 25th and May 1st, from July 1st to July 31st, August 15th, December 8th, December 25th and 26th, December 31st.

Booking or order: the booking enquiry for the accommodation services offered by the facility and chosen by the customer by providing their personal details and payment of the relevant deposit through the procedure on the website in compliance with these terms and conditions of sale;

Booking confirmation: the booking confirmation email sent by the facility that includes all the relevant information such as number of guests, arrival date (check-in) and departure date (check-out), as well as any services included in the selected offer, the applied rate, the cancellation policy and the guests' personal data. That email shall also include reference to these terms and conditions of sale and the house rules.

Deposit: the sum paid by the customer at checkout in order to conclude the booking in compliance with Art. 1385 of the Italian Civil Code. Deposit for the booking of 1 (one) room in high-season or 2 (two) or more rooms (irrespective of the time of the year) is 50% of the rate. The deposit is not refundable, whatever the reason.

Pre-authorization: is a temporary hold placed on the customer's credit card at booking of the sum due as penalty in the event of cancellation beyond the terms set forth in the cancellation policy. Pre-authorization does not generate a settlement, as it constitutes a guarantee of the sum due in the event of cancellation of the booking by the customer. The amount held varies as the period of stay approaches; for further details please refer to our cancellation policy. Should the penalty apply, the facility shall be entitled to debit the amount held for the value due as penalty.

Penalty: the sum a customer shall pay in the event of booking cancellation beyond the terms set forth in the relevant policy, as well as of damages to the facility.

No-show: means that the guest fails to show up at the facility by 12 am of the scheduled arrival date thus not using, nor cancelling the booking, without giving prior notice of their will to terminate the contract whenever possible.

Cancellation policy: terms and conditions of booking cancellation and relevant refund exclusion regulations.

Rate: the price of the stay as selected by the customer through the procedure on the website, in compliance with these terms and conditions. Rate includes the stay in the booked accommodation offer, breakfast and taxes.

Coupon: a temporary code to be entered at checkout to get the relevant discount. It may not be combined together with other codes and/or current offers/promotions;

Contract: the agreement stipulated between the vendor and the customer to which these general terms and conditions apply.

Permanent medium: it stores these general terms and conditions for future access by the client;

House rules: it sets forth the provisions regulating the stay and the behavioural rules to be strictly adhered to by customers and guests. This document is an integral and material part of this agreement.

SECTION 1 - SUBJECT MATTER OF THESE TERMS AND CONDITIONS

These terms and conditions apply to the accommodation services offered through the website www.dimidiumbnb.it in compliance with the applicable law (Legislative Decree no. 206/2005 as amended - Part III, Title III, Chapter I) and Legislative Decree no. 70/2003).

Before entering an order, the user is prompted to read these terms and conditions containing the following pre-contractual information, which they warrant to know and agree to:

- Details and content of the offer made by the facility;
- Rate;
- Data processing according to the relevant privacy policy;
- Cancellation policy.

By approving of these terms and conditions, the user acknowledges that the images on the website are intended for illustration purposes only.

SECTION 2 - BOOKING METHODS AND STIPULATION OF CONTRACT

Bookings can either be made online through the facility website or through authorised intermediary agents (e.g. Booking.com, Airbnb). The use of booking services implies the acceptance of these terms and conditions of sale and the house rules.

To make a booking through the website portal, the user shall:

- Select the period of stay, the number of guests and the type of accommodation according to availability;
- Enter their personal data and the data of any other guests;
- Checkout and choose the payment method as offered by the website;
- Enter their credit card details where required;
- Read and explicitly agree to these general terms and conditions of sale and the house rules, cancellation policy included, by ticking the relevant box;
- Explicitly agree to the processing of their data as set forth in the privacy policy by ticking the relevant box;
- Explicitly agree to some provisions in this agreement pursuant to Articles 1341 and 1342 of the Italian Civil Code;
- Click the *“Confirm the booking and pay at the hotel”* button.

Once the required information in the purchase form have been entered and the required consents have been given, by clicking the *“Confirm the booking and pay at the hotel”* button no changes to the booking can be made afterwards. The distance contract is stipulated upon receipt of the booking enquiry from the facility. Once payment is made, the customer shall receive a booking confirmation containing:

- A summary of the booking details, number of guests, arrival date (check-in) and departure date (check-out), as well as any services included in the selected offer, the applied rate, the cancellation policy and the guests' personal data;
- A copy on a permanent medium of these general terms and conditions and the house rules;
- The cancellation policy.

The contract as stipulated shall be stored on storage media for the time of performance of the contract and however in compliance with the terms established by the law.

For easier communication, the customer shall always refer to the booking number. Should the selected offer become unavailable or in the event of wrong or incomplete bookings, the facility reserves the right to cancel the booking. In that case, it shall inform the customer immediately and in

any event no later than 10 (ten) days from the day after the booking was received, by sending an email explaining the reasons why the contract wasn't formed.

If the customer already paid the rate, they will receive a full refund. It is hereby excluded any liability, whether contractual and/or extra-contractual, of the facility for direct or indirect consequential damages arising from the lack of acceptance, even partial, of a booking.

SECTION 3 - INFORMATION REQUIRED FROM THE CUSTOMER

By agreeing to these terms and conditions, the customer warrants that the information entered at booking is true, correct, updated and referred to their person and/or the guests the booking was made for, and also to be of legal age.

Namely, bookings can only be made by persons aged 18 (eighteen) or over. Underage guests can stay at the facility if accompanied by a parent or legal representative or an adult empowered by one of the formers. Bookings for minors are to be made by a parent or legal representative.

By agreeing to these terms and conditions, the customer furthermore warrants to be lawfully entitled to use the information and data entered at purchase and also that the latter do not violate any third parties' rights.

The customer is aware that, once the booking process is concluded, no changes can be made to the information entered in the form.

SECTION 4 - RATE

Rates on the website are expressed in Euro, VAT included. No tourist tax is due.

The rate includes the overnight stay in the selected offer and breakfast in the common room. The B&B formula does not include further meals. Any additional services, such as extra cleaning and/or further meals and/or any entertainment activities such as bike rental or excursions, shall be quoted separately.

The facility reserves the right to amend its rates on the website; however, the booking price to be paid is as stated in the order confirmation.

SECTION 4.1 - BOOKING TERMS IN HIGH SEASON AND/OR BOOKING OF MORE ROOMS - SECURITY DEPOSIT - EXCLUSION OF THE RIGHT OF WITHDRAWAL AND REFUNDS - PENALTY

Notwithstanding the following article in the event of a cancellation, a booking in high season requires the payment of a security deposit of 50% of the total amount of the booking. The same applies to the booking of 2 (two) or more rooms irrespective of the time of the year: the security deposit is 50% of the total amount of the booking.

By agreeing to these terms and conditions, when booking in high season and/or more rooms the customer explicitly agrees to waive the right to withdraw from the contract pursuant to Art. 59, point n) of the Consumer Code (Legislative Decree 206/2005), as the offered accommodation service is included in the services related to leisure activities with a specific date or period of performance. This means that, once the booking is confirmed and the security deposit paid, the customer shall not be entitled to a refund, not even partial, of the sum already paid.

However, the exclusion of the right of withdrawal is explicitly reminded of on the website and during the booking procedure, as well as in the booking confirmation.

If the customer is not a consumer, the right of withdrawal is excluded anyway.

SECTION 5 - CANCELLATION POLICY (TERMINATION) - NO-SHOW AND EARLY DEPARTURE - PENALTY

Notwithstanding the above cases requiring the payment of the security deposit at booking, if the customer wishes to cancel their booking, they are entitled to do so at the following conditions.

Nothing is due for notices of cancellation and/or changes sent until 12 am (Italian time) twenty-one days prior to the arrival date. In the event of notices of cancellation and/or changes sent by 12 am (Italian time) from fourteen days to seven days prior to the arrival date, the customer shall correspond the facility a penalty of 50% of the total amount of the booking. In the event of notices of cancellation and/or changes sent later than 12 am (Italian time) seven days prior to the arrival date or failure to

turn up at the facility (aka “no-show”), the customer shall correspond the facility the total amount of the booking as a penalty.

Notwithstanding the provisions in section 4.1, in the event of notices of cancellation and/or changes sent later than 12 am (Italian time) seven days prior to the arrival date for high season bookings, the customer shall pay the full amount of their stay as penalty.

Notwithstanding the non-refundable security deposit of 50% of the total amount of the stay paid at booking as set forth in section 4.1, in the event of notices of cancellation and/or changes sent until 12 am (Italian time) fifteen days prior to the arrival date, the customer shall pay the facility 35% of the full amount of their stay as penalty. In the event of notices of cancellation and/or changes sent later than the terms stated above or failure to turn up at the facility (aka “no-show”), the customer shall correspond the facility the total amount of the booking as a penalty.

Notwithstanding the above, customers willing to cancel a booking shall notify the facility through the relevant section of the booking platform online and/or by email.

In the event of late arrival and/or early departure and/or non-use of the entire booking period, no refund and/or no price reduction is granted, and the amount of the booking is due in full.

The same applies in the event of a no-show and failure to cancel, i.e. the customer shall pay the full amount of the booking as penalty.

SECTION 5.1 - PRE-AUTHORIZATION

For bookings other than those under section 4.1, once the free cancellation period is over, the facility shall hold the amount due as per previous article on the credit card entered at booking. Likewise, pre-authorization applies to bookings made just before the beginning of the stay in compliance with the provisions under section 5.

If the pre-authorization cannot be made, the customer will be asked to provide the details of another credit card with enough funds no later than 24 (twenty-four) hours; if such deadline expires fruitlessly, the booking is cancelled and the customer will be informed thereof by email.

Pre-authorization does not generate a settlement, as it constitutes a guarantee of the sum due in the event of late cancellation beyond the terms and/or no-show, at the occurrence of which the card shall be charged.

The customer shall pay for their booking by card and/or cash when checking in at the facility. A payment receipt shall be issued to the person, whose details were entered in the booking form. Once the receipt is issued, details can no longer be amended.

In the event of cancellation or lack of acceptance of the booking by the facility, the latter undertakes to cancel the transaction and release the blocked amount. The time required for the blocked amount to be released depends on the banking system. By agreeing to these terms and conditions, the customer acknowledges and accepts that the facility shall never be held liable for damages, whether direct or indirect, caused by a delay in the release of the blocked amount.

SECTION 6 - COUPONS

If the customer wants to use a coupon, the original price the discount is applied to shall be displayed during checkout, together with the applied discount percentage and the discounted final amount.

Each coupon shall only be redeemed on the www.dimidiumbnb.it platform and only for suitable services.

Coupons are valid until their expiry date, are non-transferable and cannot be redeemed for cash, nor combined together with other discount codes and/or current offers/promotions. Each coupon shall only be redeemed once for its full value.

Each coupon has a unique identification number and gives access to the discount conditions set forth at its creation.

To redeem a coupon, the customer shall enter its ID number in the relevant field in the booking checkout procedure, so that the discount percentage is immediately deducted from the displayed list price.

Expired coupons cannot be redeemed.

The facility reserves the right to suspend validity of coupons created in specific times of the year, as well as to cancel them as needed.

SECTION 7 - CANCELLATION OF A BOOKING

The facility reserves the right to cancel a booking in the following events:

- Partial or omitted payment;
- Invalid and/or failed pre-authorization on the credit card entered at booking;
- Incomplete booking enquiry or containing false information;
- Wrong rate;
- Booking made by a customer, who has previously breached these terms and conditions and/or the house rules of the facility;
- Force majeure events.

Force majeure includes unforeseeable circumstances beyond the control of the facility such as epidemics, floods, earthquakes, acts of God and interruptions in energy supplies, which makes the performance by the facility impossible and/or unreasonable. In such event, the facility reserves the right to cancel the booking and shall not be held liable for any damages or losses sustained by the customer and/or guests. This provision also applies to any force majeure event involving a third-party supplier of the facility, the performance of which is essential to the provision of the service. In the event of cancellation based on a force majeure event, no refund is due.

An email will then be sent to the customer with information about the cancellation of their booking and the refund method that will be used, as applicable.

SECTION 8 - LIMITATION AND EXCLUSION OF LIABILITY

By agreeing to these terms and conditions, the facility is exempted from any liability against the customer and/or guests for any damages caused by theft and/or loss of property and/or personal belongings owned because of actions, facts and/or circumstances the facility is not at fault for.

Furthermore the facility is exempted from any liability, whether contractual and extra-contractual, for any pecuniary and non-pecuniary damages, and direct or indirect damages, sustained by the customer and/or guests as a result of:

- The fraudulent use by third parties of the payment information entered in the relevant platforms the facility has no access to;
- Lack of acceptance, even partial, of a booking and/or its cancellation;
- The use of services provided by third parties, such as bike rental or guided excursions;
- Any other circumstances the facility is not liable for and that cannot be overcome by ordinary care.

By agreeing to these terms and conditions, the customer acknowledges and accepts that in any event the liability of the facility shall not exceed the price paid for the stay.

SECTION 9 - HOUSE RULES

The house rules implemented by the facility regulate the conditions of use thereof by its guests and are an integral part of these terms and conditions of sale. This document is an essential and integral part of these terms and conditions and is made available to the customer at booking. A copy thereof can also be requested at the front desk.

By sending a booking enquiry, customers and/or guests declare they have read the house rules and shall abide by them, the contents of which is hereby referred to in full.

SECTION 10 - EXPRESS TERMINATION CLAUSE

In the event of any infringement by the customer and/or guests of the house rules and/or the provisions of these terms and conditions of sale, and in particular, by way of example but not limited to, in the event of incorrect or non-payment of the price of the stay by the given terms and/or failure to comply with the house rules, and/or in the event of refusal to provide personal data for the provision of the stay or services related thereto, the facility reserves the right to automatically terminate the contract without prior notice pursuant to art. 1456 of the Italian Civil Code, without prejudice to the right to collect any fees still due to the facility, in addition to compensation for any greater damages suffered.

The customer and/or guest shall also indemnify and held the facility harmless from and against all sums due as compensation for damages and/or indemnities and/or losses and/or costs and/or legal fees as a result thereof.

SECTION 11 - CUSTOMER AND/OR GUEST LIABILITY - PENALTY

By agreeing to these terms and conditions, customers and guests acknowledge to be liable against the facility for any damages sustained by the latter and/or its employees and/or other guests because of their active or omissive conduct and/or related to their property. This provision shall also apply whenever the wilful or negligent act or omission is attributable to any partners or third parties involved by the customer or guest.

The customer and/or guest are prohibited from subletting the booked accommodation and/or assign the contract made with the facility. In that event, article 10 *supra* applies in addition to a penalty of Euro 200.00.

The customer and/or guest is also obliged to obtain permission from the facility to accommodate other persons in the same room than those mentioned at booking.

Failure to mention additional persons accommodated in the same room before arrival shall bear an additional cost for the customer and/or guest equal to 40% of the agreed price of the stay for each additional person, and the facility reserves the right to report such person to Police Authority.

The customer and/or guest is responsible for checking the overall conditions of the room given at check-in. The customer and/or guest shall be held liable for any unreported damages within 2 hours after check-in. The facility reserves the right to check the conditions of the room at check-out. If unreported damages are found, section 18 of the house rules shall apply.

The facility reserves the right to access the rooms during the guests' stay for maintenance and/or other reasons and shall promptly inform them thereof whenever possible.

If the customer and/or guest recovers items and/or personal property of third parties, they shall report them to the front desk, which will take care thereof. Should the customer forget personal belongings in the room, they shall bear the relevant return shipment costs.

For organisational reasons, the facility reserves the right to change the room given to the customer and/or guests with another of the same quality.

SECTION 12 – SEVERABILITY CLAUSE

Should one or more of the provisions in these terms and conditions be invalid, void or unenforceable, the validity and enforceability of the remaining provisions remain unaffected.

SECTION 13 - PERSONAL DATA PROCESSING

Personal data shall be processed in compliance with the applicable laws of protection of personal data (Article 13, EU Regulation 2016/679) as specified in the privacy policy on the website and at the front desk.

SECTION 14 - GOVERNING LAW AND JURISDICTION

These terms and conditions, contract and house rules are concluded in Italy and therefore governed by Italian Law.

Should disputes arise about the application, enforceability, construance and breaches of the bookings made through the website and ruled by these terms and conditions, the parties submit to the exclusive jurisdiction of the courts of Italy.

For the solving of any disputes arising from the conclusion of this contract and/or the performance, breach or interpretation of the house rules, if the customer qualifies as a consumer, the court of the customer's place of residence shall have jurisdiction; in all other cases, only the Court of Reggio Emilia shall have jurisdiction.

If the customer qualifies as a consumer, they are also entitled to make use of the online dispute resolution tools available at <https://ec.europa.eu/consumers/odr/>.

SECTION 15 - COMMUNICATIONS AND COMPLAINTS

Any and all communications, complaints included, from the customer to the vendor shall be sent through the following channels:

- By email at the following address: info@dimidiumbnb.it
- By post at the following address: Via Selvapiana 99 - 42026 - Canossa (RE), Italy
- Certified email (PEC): valentina.colombo@legalmail.it

Should the complaint be legitimate, the facility shall make its best efforts to remedy the cause of the complaint.

SECTION 16 - REGULAR UPDATE

These general terms and conditions of sale are regularly updated to take any regulatory changes into account. The updated terms and conditions shall be effective on and as of the date they are published on the website. Users are therefore encouraged to consult this section from time to time to become informed of any updates.

These terms and conditions are updated to November 2023.

EXPRESSED AGREEMENT

The expressed agreement to these terms and conditions is also given pursuant to Articles 1341 and 1342 of the Italian Civil Code and particularly to the following sections: Section 4.1) Booking terms in high season and/or booking of more rooms - security deposit - exclusion of the right of withdrawal - penalty; Section 5) Cancellation policy - no-show - penalty; Section 5.1) Pre-authorization; Section 7) Cancellation of a booking; Section 8) Limitation and exclusion of liability; Section 9) House rules; Section 10) Express termination clause; Section 11) Customer and/or guest liability - penalty Section 14) Governing law and jurisdiction.

