# ALBERGO TIFFANY DI MALTESE VINCENZO

# **CANCELLATION POLICIES**

In this section it is explained in detail the booking process for a stay at our facility, along with the corresponding Cancellation Policy, which may vary slightly depending on the season (high, mid, or low). The Management would like to emphasize that, depending on the peculiarities of each individual case, it reserves the right to decide to apply the strictest policy provided and authorized by Law (art. 1385 C.C.).

At the moment a customer expresses the desire to stay at our Hotel, either by phone or email, a reference email is requested to send a detailed quote with dates and prices. The customer can choose from different types of treatment:

- 1. Room Only;
- 2. Bed and Breakfast;
- 3. Overnight stay, Breakfast, and Dinner (for stays shorter than 3 nights);
- 4. Overnight stay, Breakfast, and Lunch (for stays shorter than 3 nights);
- 5. Overnight stay, Breakfast, Lunch, and Dinner (for stays shorter than 3 nights);
- 6. Half Board (for stays of 3 nights or more);
- 7. Full Board (for stays of 3 nights or more);

Once the client has confirmed their intention to use a specific treatment, the dates for it, and the acceptance of the rates, an email is sent to the client containing the total cost and the **earnest deposit** amount to be paid, along with the bank details for the payment. The customer is then asked to provide a copy of the receipt once the payment has been made. At the moment the amount is actually received in the Hotel's bank account, the sum is recorded with a receipt or invoice.

The Management emphasizes that **any reservation is considered EFFECTIVE only when the earnest deposit is received in the bank account**. If this does not happen, the Hotel does not commit to guaranteeing the availability of the room to the customer who simply expresses the intention to stay. In the case of last-minute bookings, every reservation will be considered valid if the customer has sent the receipt of the **earnest deposit** transfer via email to <u>hoteltiffanyceriale@gmail.com</u>.

The **earnest deposit** is provided by law according to the Civil Code (art. 1385 C.C.), it is an amount paid for guarantee purposes, where the customer pays the hotelier an amount that usually does not exceed 30%, in order to confirm the reservation. In the event that the customer cancels, not only will they lose the deposit, but they could also be forced to fully compensate the hotelier for the lost earnings. The confirmatory deposit indeed has a threefold function of damage prevention, self-protection, and obligation guarantee. In the event that the hotelier fails to provide

the agreed-upon accommodation services, the customer may request double the amount paid, provided that the customer agrees to be relocated to a nearby establishment of equal or higher category. In the event of relocation, the costs for transferring to another facility and any price difference are to be borne by the hotel that is unable to provide the confirmed services.

The Management wishes to emphasize that the general policy to be applied is the one mentioned in the previous paragraph, and that any exception or derogation depends exclusively on concessions, obviously applied in an equitable manner, that the Hotel reserves the right to apply to meet the needs and requirements of its clients.

Booking a room at the Hotel through a **direct** channel (email, phone, or WhatsApp) implies acceptance of this Cancellation Policy. In case the customer does not agree with this Cancellation Policy, they are free not to book, or to book on our platforms (Booking.com and Airbnb), with slightly different costs and cancellation policies.

The case history of the Cancellation Policy, as previously mentioned, is divided by period (High, Mid, and Low Season), and the specific dates of each period are updated annually depending on holidays and festivities.

# I. DEFINITION OF HIGH, MID, AND LOW SEASON PERIODS

For the year 2025-2026, the three types of seasons are distributed as follows:

- A. HIGH Season: 18/04/25 04/05/25; 01/06/25 14/09/25; 19/12/25 06/01/26.
- B. MID Season: 01/04/25 17/04/25; 05/05/25 31/05/25; 15/09/25 30/09/25; 01/12/25 18/12/25.
- C. LOW Season: 01/07/25 31/03/25; 01/10/25 30/11/25.

# II. DEFINITION OF THE NOTICE PERIOD

The notice period for a cancellation is classified as follows:

- A. Long notice: cancellation notified **30 days or more** before the start of the stay;
- B. Medium notice: cancellation notified more than 7 days but less than 30 days before the start of the stay;
- C. Short notice: cancellation notified **7 days or less** before the start of the stay;
- D. No notice: cancellation during the stay of some of the agreed nights;

<u>Example</u>: stay planned for 10 nights for 2 people with Full Board treatment, on the 5th day the guests inform that the total nights will be 8 and not 10, thus effectively canceling their reservation for two nights of the agreed 10.

E. No-show: The customer does not show up;

# III. DEFINITION OF CANCELLATION POLICIES BASED ON THE TYPE OF STAY - HIGH SEASON

#### A. Room Only

- 1. Long notice: In case of cancellation, the customer loses the entire deposit, but is not required to pay the difference, that is, the amount not yet paid agreed upon for the Room Only at the Hotel.
- 2. Medium notice: In case of cancellation, the customer is required to compensate the full amount agreed upon: they lose the entire deposit, and are required to pay the difference, that is, the amount not yet paid for the Room Only at the Hotel, for each night of the stay.
- 3. Short notice: In case of cancellation, the customer is required to compensate the full amount agreed upon: they lose the entire deposit and are required to pay the difference, that is, the unpaid amount agreed upon for the Room Only at the Hotel, for each night of the stay.
- 4. No Notice: In case of cancellation, the customer is required to pay the full cost of the initially agreed stay: the canceled nights are therefore not refunded.
- 5. No-show: The customer is required to compensate the total agreed amount: they lose the entire deposit, and are required to pay the difference, that is, the unpaid amount agreed for the Room Only at the Hotel, for each night of the stay.

# B. Bed and Breakfast

- 1. Long notice: In case of cancellation, the customer loses the entire deposit, but is not required to pay the difference, that is, the amount not yet paid agreed upon for the Room Only at the Hotel
- 2. Medium notice: In case of cancellation, the customer is required to compensate the total amount agreed upon, with the exception of the breakfast cost: they lose the entire deposit, and are required to pay the difference, that is, the amount not yet paid,

recalculated for the Room Only at the Hotel, for each night of the stay.

- 3. Short notice: In case of cancellation, the customer is required to compensate the total amount agreed upon, with the exception of the breakfast cost: they lose the entire deposit, and are required to pay the difference, that is, the amount not yet paid, recalculated for the Room Only at the Hotel, for each night of the stay.
- 4. No Notice: In case of cancellation, the customer is required to pay the initially agreed price for the nights stayed, and the price for Room Only for the nights canceled.
- 5. No-show: The customer is required to compensate the full amount agreed upon: they lose the entire deposit and are required to pay the difference, that is, the amount not yet paid, recalculated for the Room Only at the Hotel, for each night of the stay.
- C. Overnight stay, Breakfast, and Dinner (for stays shorter than 3 nights)
  - 1. Long notice: In case of cancellation, the customer loses the entire deposit, but is not required to pay the difference, that is, the amount not yet paid agreed upon for Bed, Breakfast, and Dinner at the Hotel.
  - 2. Medium notice: In case of cancellation, the customer is required to compensate the total agreed amount, with the exception of the cost of breakfast and meals: they lose the entire deposit, and are required to pay the difference, that is, the amount not yet paid, recalculated for the Room Only at the Hotel, for each night of the stay.
  - 3. Short notice: In case of cancellation, the customer is required to compensate the total agreed amount, with the exception of the cost of breakfast and meals: they lose the entire deposit, and are required to pay the difference, that is, the amount not yet paid, recalculated for the Room Only at the Hotel, for each night of the stay.

- 4. No Notice: In case of cancellation, the customer is required to pay the initially agreed price for the nights stayed, and the price for Room Only for the nights canceled.
- 5. No-show: The customer is required to compensate the full agreed amount: they lose the entire deposit and are required to pay the difference, that is, the amount not yet paid, recalculated for the Room Only at the Hotel, for each night of the stay.
- D. Overnight stay, Breakfast, and Lunch (for stays shorter than 3 nights)
  - 1. Long notice: In case of cancellation, the customer loses the entire deposit, but is not required to pay the difference, that is, the amount not yet paid agreed upon for Bed, Breakfast, and Lunch at the Hotel.
  - 2. Medium notice: In case of cancellation, the customer is required to compensate the total agreed amount, with the exception of the cost of breakfast and meals: they lose the entire deposit, and are required to pay the difference, that is, the amount not yet paid, recalculated for the Room Only at the Hotel, for each night of the stay.
  - 3. Short notice: In case of cancellation, the customer is required to compensate the total agreed amount, with the exception of the cost of breakfast and meals: they lose the entire deposit, and are required to pay the difference, that is, the amount not yet paid, recalculated for the Room Only at the Hotel, for each night of the stay.
  - 4. No Notice: In case of cancellation, the customer is required to pay the initially agreed price for the nights stayed, and the price for Room Only for the nights canceled.
  - 5. No-show: The customer is required to compensate the full amount agreed upon: they lose the entire deposit and are required to pay the difference, that is, the amount not yet paid, recalculated for the Room Only at the Hotel, for each night of the stay.

- *E.* Overnight stay, Breakfast, Lunch, and Dinner (for stays shorter than 3 nights)
  - 1. Long notice: In case of cancellation, the customer loses the entire deposit, but is not required to pay the difference, that is, the amount not yet paid for Bed, Breakfast, Lunch, and Dinner at the Hotel.
  - 2. Medium notice: In case of cancellation, the customer is required to compensate the total agreed amount, with the exception of the cost of breakfast and meals: they lose the entire deposit, and are required to pay the difference, that is, the amount not yet paid, recalculated for the Room Only at the Hotel, for each night of the stay.
  - 3. Short notice: In case of cancellation, the customer is required to compensate the total agreed amount, with the exception of the cost of breakfast and meals: they lose the entire deposit, and are required to pay the difference, that is, the amount not yet paid, recalculated for the Room Only at the Hotel, for each night of the stay.
  - 4. No Notice: In case of cancellation, the customer is required to pay the initially agreed price for the nights stayed, and the price for Room Only for the nights canceled.
  - 5. No-show: The customer is required to compensate the full amount agreed upon: they lose the entire deposit and are required to pay the difference, that is, the amount not yet paid, recalculated for the Room Only at the Hotel, for each night of the stay.

# F. Half Board (for stays of 3 nights or more)

- 1. Long notice: In case of cancellation, the customer loses the entire deposit, but is not required to pay the difference, that is, the amount not yet paid for the Half Board at the Hotel.
- 2. Medium notice: In case of cancellation, the customer is required to compensate the total agreed amount, with the exception of the cost of breakfast and meals: they lose the entire deposit, and are required to pay the difference, that is, the amount not yet paid, recalculated for the Room Only at the Hotel, for each night of the stay.

- 3. Short notice: In case of cancellation, the customer is required to compensate the total agreed amount, with the exception of the cost of breakfast and meals: they lose the entire deposit, and are required to pay the difference, that is, the amount not yet paid, recalculated for the Room Only at the Hotel, for each night of the stay.
- 4. No Notice: In case of cancellation, the customer is required to pay the initially agreed price for the nights stayed, and the price for Room Only for the nights canceled.
- 5. No-show: The customer is required to compensate the full amount agreed upon: they lose the entire deposit and are required to pay the difference, that is, the amount not yet paid, recalculated for the Room Only at the Hotel, for each night of the stay.
- G. Full Board (for stays of 3 nights or more)
  - 1. Long notice: In case of cancellation, the customer loses the entire deposit, but is not required to pay the difference, that is, the amount not yet paid for the Full Board at the Hotel.
  - 2. Medium notice: In case of cancellation, the customer is required to compensate the total agreed amount, with the exception of the cost of breakfast and meals: they lose the entire deposit, and are required to pay the difference, that is, the amount not yet paid, recalculated for the Room Only at the Hotel, for each night of the stay.
  - 3. Short notice: In case of cancellation, the customer is required to compensate the total agreed amount, with the exception of the cost of breakfast and meals: they lose the entire deposit, and are required to pay the difference, that is, the amount not yet paid, recalculated for the Room Only at the Hotel, for each night of the stay.
  - 4. No Notice: In case of cancellation, the customer is required to pay the initially agreed price for the nights stayed, and the price for Room Only for the nights canceled.
  - 5. No-show: The customer is required to compensate the full amount agreed upon: they lose the entire deposit and are

required to pay the difference, that is, the amount not yet paid, recalculated for the Room Only at the Hotel, for each night of the stay.

Note. The following policies apply **unless EXCEPTIONS** (paragraph VI.) are made.

# IV. DEFINITION OF CANCELLATION POLICIES - MID-SEASON

#### A. Room Only

- 1. Long notice: In case of cancellation, the customer loses the entire deposit, but is not required to pay the difference, that is, the amount not yet paid agreed upon for the Room Only at the Hotel.
- 2. Medium notice: In case of cancellation, the customer is required to compensate 50% of the agreed amount: they lose the entire deposit and are required to pay the difference between half of the total agreed amount for the Hotel Stay Only and the deposit paid.

<u>Example</u> (with random numbers, which may not correspond to the actual costs for the indicated period): Room Only for two nights for two people at a price of €100 per night. The total cost of the stay amounts to €200. Confirmatory deposit of €60. In case of cancellation, the customer will lose the €60 and will have to pay an additional €40 to the Hotel, thus reaching a total amount of €100 paid, which is 50% of €200.

- 3. Short notice: In case of cancellation, the customer is required to compensate the full amount agreed upon: they lose the entire deposit and are required to pay the difference, that is, the unpaid amount agreed upon for the Room Only at the Hotel, for each night of the stay.
- 4. No Notice: In case of cancellation, the customer is required to pay the full cost of the initially agreed stay: the canceled nights are therefore not refunded.
- 5. No-show: The customer is required to compensate the total agreed amount: they lose the entire deposit, and are required to pay the difference, that is, the unpaid amount agreed for the Room Only at the Hotel, for each night of the stay.

# B. Bed and Breakfast

- 1. Long notice: In case of cancellation, the customer loses the entire deposit, but is not required to pay the difference, that is, the amount not yet paid agreed upon for Bed and Breakfast at the Hotel.
- 2. Medium notice: In case of cancellation, the customer is required to compensate 50% of the agreed amount: they lose the entire confirmatory deposit and are required to pay the difference between half of the total amount agreed for Bed and Breakfast at the Hotel and the confirmatory deposit paid. In case of doubts, it is advisable to refer to the example mentioned in point A.2. of this section.
- 3. Short notice: In case of cancellation, the customer is required to compensate the total amount agreed upon, with the exception of the breakfast cost: they lose the entire deposit, and are required to pay the difference, that is, the amount not yet paid, recalculated for the Room Only at the Hotel, for each night of the stay.
- 4. No Notice: In case of cancellation, the customer is required to pay the initially agreed price for the nights stayed, and the price for Room Only for the nights canceled.
- 5. No-show: The customer is required to compensate the full amount agreed upon: they lose the entire deposit and are required to pay the difference, that is, the amount not yet paid, recalculated for the Room Only at the Hotel, for each night of the stay.
- C. Overnight stay, Breakfast, and Dinner (for stays shorter than 3 nights)
  - 1. Long notice: In case of cancellation, the customer loses the entire deposit, but is not required to pay the difference, that is, the amount not yet paid agreed upon for Bed, Breakfast, and Dinner at the Hotel.
  - 2. Medium notice: In case of cancellation, the customer is required to compensate 50% of the agreed amount: they lose the entire deposit, and are required to pay the difference between half of the total amount agreed for Overnight Stay and Breakfast at the

Hotel and the deposit paid. He is not required to compensate for the costs of missed dinners. In case of doubts, it is advisable to refer to the example mentioned in point A.2. of this section.

- **3.** Short notice: In case of cancellation, the customer is required to compensate the total agreed amount, with the exception of the cost of breakfast and meals: they lose the entire deposit, and are required to pay the difference, that is, the amount not yet paid, recalculated for the Room Only at the Hotel, for each night of the stay.
- 4. No Notice: In case of cancellation, the customer is required to pay the initially agreed price for the nights stayed, and the price for Room Only for the nights canceled.
- 5. No-show: The customer is required to compensate the full agreed amount: they lose the entire deposit and are required to pay the difference, that is, the amount not yet paid, recalculated for the Room Only at the Hotel, for each night of the stay.
- *D.* Overnight stay, Breakfast, and Lunch (for stays shorter than 3 nights)
  - 1. Long notice: In case of cancellation, the customer loses the entire deposit, but is not required to pay the difference, that is, the amount not yet paid agreed upon for Bed, Breakfast, and Lunch at the Hotel.
  - 2. Medium notice: In case of cancellation, the customer is required to compensate 50% of the agreed amount: they lose the entire deposit, and are required to pay the difference between half of the total agreed amount for Overnight Stay and Breakfast at the Hotel and the deposit paid. He is not required to compensate for the costs of missed lunches. In case of doubts, it is advisable to refer to the example mentioned in point A.2. of this section.
  - 3. Short notice: In case of cancellation, the customer is required to compensate the total agreed amount, with the exception of the cost of breakfast and meals: they lose the entire deposit, and are required to pay the difference, that is, the amount not yet paid, recalculated for the Room Only at the Hotel, for each night of the stay.

- 4. No Notice: In case of cancellation, the customer is required to pay the initially agreed price for the nights stayed, and the price for Room Only for the nights canceled.
- 5. No-show: The customer is required to compensate the full amount agreed upon: they lose the entire deposit and are required to pay the difference, that is, the amount not yet paid, recalculated for the Room Only at the Hotel, for each night of the stay.
- *E.* Overnight stay, Breakfast, Lunch, and Dinner (for stays shorter than 3 nights)
  - 1. Long notice: In case of cancellation, the customer loses the entire deposit, but is not required to pay the difference, that is, the amount not yet paid for Bed, Breakfast, Lunch, and Dinner at the Hotel.
  - 2. Medium notice: In case of cancellation, the customer is required to compensate 50% of the agreed amount: they lose the entire deposit, and are required to pay the difference between half of the total agreed amount for Bed and Breakfast at the Hotel and the deposit paid. He is not required to compensate for the costs of missed meals. In case of doubts, it is advisable to refer to the example mentioned in point A.2. of this section.
  - 3. Short notice: In case of cancellation, the customer is required to compensate the total agreed amount, with the exception of the cost of breakfast and meals: they lose the entire deposit, and are required to pay the difference, that is, the amount not yet paid, recalculated for the Room Only at the Hotel, for each night of the stay.
  - 4. No Notice: In case of cancellation, the customer is required to pay the initially agreed price for the nights stayed, and the price for Room Only for the nights canceled.
  - 5. No-show: The customer is required to compensate the full amount agreed upon: they lose the entire deposit and are required to pay the difference, that is, the amount not yet paid, recalculated for the Room Only at the Hotel, for each night of the stay.

# F. Half Board (for stays of 3 nights or more)

- 1. Long notice: In case of cancellation, the customer loses the entire deposit, but is not required to pay the difference, that is, the amount not yet paid for the Half Board at the Hotel.
- 2. Medium notice: In case of cancellation, the customer is required to compensate 50% of the agreed amount: they lose the entire deposit, and are required to pay the difference between half of the total amount agreed for Half Board at the Hotel and the deposit paid. In case of doubts, it is advisable to refer to the example mentioned in point A.2. of this section.
- 3. Short notice: In case of cancellation, the customer is required to compensate the total agreed amount, with the exception of the cost of breakfast and meals: they lose the entire deposit, and are required to pay the difference, that is, the amount not yet paid, recalculated for the Room Only at the Hotel, for each night of the stay.
- 4. No Notice: In case of cancellation, the customer is required to pay the initially agreed price for the nights stayed, and the price for Room Only for the nights canceled.
- 5. No-show: The customer is required to compensate the full amount agreed upon: they lose the entire deposit and are required to pay the difference, that is, the amount not yet paid, recalculated for the Room Only at the Hotel, for each night of the stay.

# G. Full Board (for stays of 3 nights or more)

- 1. Long notice: In case of cancellation, the customer loses the entire deposit, but is not required to pay the difference, that is, the amount not yet paid for the Full Board at the Hotel.
- 2. Medium notice: In case of cancellation, the customer is required to compensate 50% of the agreed amount: they lose the entire confirmatory deposit and are required to pay the difference between half of the total agreed amount for Full Board at the Hotel and the confirmatory deposit paid. In case of doubts, it is advisable to refer to the example mentioned in point A.2. of this section.

- 3. Short notice: In case of cancellation, the customer is required to compensate the total agreed amount, with the exception of the cost of breakfast and meals: they lose the entire deposit, and are required to pay the difference, that is, the amount not yet paid, recalculated for the Room Only at the Hotel, for each night of the stay.
- 4. No Notice: In case of cancellation, the customer is required to pay the initially agreed price for the nights stayed, and the price for Room Only for the nights canceled.
- 5. No-show: The customer is required to compensate the full amount agreed upon: they lose the entire deposit and are required to pay the difference, that is, the amount not yet paid, recalculated for the Room Only at the Hotel, for each night of the stay.

Note. The following policies apply **unless EXCEPTIONS** (paragraph VI.) are made.

# V. DEFINITION OF CANCELLATION POLICIES - LOW SEASON

# A. Room Only

- 1. Long notice: In case of cancellation, the customer loses the entire deposit, but is not required to pay the difference, that is, the amount not yet paid agreed upon for the Room Only at the Hotel.
- 2. Medium notice: In case of cancellation, the customer loses the entire deposit, but is not required to pay the difference, that is, the amount not yet paid agreed upon for the Room Only at the Hotel.
- 3. Short notice: In case of cancellation, the customer is required to compensate 50% of the agreed amount: they lose the entire deposit and are required to pay the difference between half of the total agreed amount for the Hotel Stay Only and the deposit paid.

<u>Example</u> (with random numbers, which may not correspond to the actual costs for the indicated period): Room Only for two nights for two people at a price of  $\leq 100$  per night. The total cost of the stay amounts to  $\leq 200$ . Confirmatory deposit of  $\leq 60$ . In case of cancellation, the customer will lose  $\leq 60$  and will have to

pay an additional €40 to the Hotel, thus reaching a total amount of €100 paid, which is 50% of €200.

- 4. No Notice: In case of cancellation, the customer is required to pay the full cost of the initially agreed stay: the canceled nights are therefore not refunded.
- 5. No-show: The customer is required to compensate the total agreed amount: they lose the entire deposit, and are required to pay the difference, that is, the unpaid amount agreed for the Room Only at the Hotel, for each night of the stay.

#### B. Bed and Breakfast

- 1. Long notice: In case of cancellation, the customer loses the entire deposit, but is not required to pay the difference, that is, the amount not yet paid agreed upon for Bed and Breakfast at the Hotel.
- 2. Medium notice: In case of cancellation, the customer loses the entire deposit, but is not required to pay the difference, that is, the amount not yet paid agreed upon for Bed and Breakfast at the Hotel.
- 3. Short notice: In case of cancellation, the customer is required to compensate 50% of the agreed amount: they lose the entire confirmatory deposit and are required to pay the difference between half of the total amount agreed for Bed and Breakfast at the Hotel and the confirmatory deposit paid. In case of doubts, it is advisable to refer to the example mentioned in point A.3. of this section.
- 4. No Notice: In case of cancellation, the customer is required to pay the initially agreed price for the nights stayed, and the price for Room Only for the nights canceled.
- 5. No-show: The customer is required to compensate the full amount agreed upon: they lose the entire deposit and are required to pay the difference, that is, the amount not yet paid, recalculated for the Room Only at the Hotel, for each night of the stay.

- C. Overnight stay, Breakfast, and Dinner (for stays shorter than 3 nights)
  - 1. Long notice: In case of cancellation, the customer loses the entire deposit, but is not required to pay the difference, that is, the amount not yet paid agreed upon for Bed, Breakfast, and Dinner at the Hotel.
  - 2. Medium notice: In case of cancellation, the customer loses the entire deposit, but is not required to pay the difference, that is, the amount not yet paid agreed upon for Bed, Breakfast, and Dinner at the Hotel.
  - 3. Short notice: In case of cancellation, the customer is required to compensate 50% of the agreed amount: they lose the entire deposit, and are required to pay the difference between half of the total amount agreed for Overnight Stay and Breakfast at the Hotel and the deposit paid. He is not required to compensate for the costs of missed dinners. In case of doubts, it is advisable to refer to the example mentioned in point A.3. of this section.
  - 4. No Notice: In case of cancellation, the customer is required to pay the initially agreed price for the nights stayed, and the price for Room Only for the nights canceled.
  - 5. No-show: The customer is required to compensate the full agreed amount: they lose the entire deposit and are required to pay the difference, that is, the amount not yet paid, recalculated for the Room Only at the Hotel, for each night of the stay.
- D. Overnight stay, Breakfast, and Lunch (for stays shorter than 3 nights)
  - 1. Long notice: In case of cancellation, the customer loses the entire deposit, but is not required to pay the difference, that is, the amount not yet paid agreed upon for Bed, Breakfast, and Lunch at the Hotel.
  - 2. Medium notice: In case of cancellation, the customer loses the entire deposit, but is not required to pay the difference, that is, the amount not yet paid agreed upon for Bed, Breakfast, and Lunch at the Hotel.
  - 3. Short notice: In case of cancellation, the customer is required to compensate 50% of the agreed amount: they lose the entire

deposit, and are required to pay the difference between half of the total agreed amount for Overnight Stay and Breakfast at the Hotel and the deposit paid. He is not required to compensate for the costs of missed lunches. In case of doubts, it is advisable to refer to the example mentioned in point A.3. of this section.

- 4. No Notice: In case of cancellation, the customer is required to pay the initially agreed price for the nights stayed, and the price for Room Only for the nights canceled.
- 5. No-show: The customer is required to compensate the full amount agreed upon: they lose the entire deposit and are required to pay the difference, that is, the amount not yet paid, recalculated for the Room Only at the Hotel, for each night of the stay.
- *E.* Overnight stay, Breakfast, Lunch, and Dinner (for stays shorter than 3 nights)
  - 1. Long notice: In case of cancellation, the customer loses the entire deposit, but is not required to pay the difference, that is, the amount not yet paid for Bed, Breakfast, Lunch, and Dinner at the Hotel.
  - 2. Medium notice: In case of cancellation, the customer loses the entire deposit, but is not required to pay the difference, that is, the amount not yet paid for Bed, Breakfast, Lunch, and Dinner at the Hotel.
  - 3. Short notice: In case of cancellation, the customer is required to compensate 50% of the agreed amount: they lose the entire deposit, and are required to pay the difference between half of the total agreed amount for Bed and Breakfast at the Hotel and the deposit paid. He is not required to compensate for the costs of missed meals. In case of doubts, it is advisable to refer to the example mentioned in point A.3. of this section.
  - 4. No Notice: In case of cancellation, the customer is required to pay the initially agreed price for the nights stayed, and the price for Room Only for the nights canceled.
  - 5. No-show: The customer is required to compensate the full amount agreed upon: they lose the entire deposit and are required to pay the difference, that is, the amount not yet paid,

recalculated for the Room Only at the Hotel, for each night of the stay.

# F. Half Board (for stays of 3 nights or more)

- 1. Long notice: In case of cancellation, the customer loses the entire deposit, but is not required to pay the difference, that is, the amount not yet paid for the Half Board at the Hotel.
- 2. Medium notice: In case of cancellation, the customer loses the entire deposit, but is not required to pay the difference, that is, the amount not yet paid for the Half Board at the Hotel.
- 3. Short notice: In case of cancellation, the customer is required to compensate 50% of the agreed amount: they lose the entire deposit, and are required to pay the difference between half of the total amount agreed for Half Board at the Hotel and the deposit paid. In case of doubts, it is advisable to refer to the example mentioned in point A.3. of this section.
- 4. No Notice: In case of cancellation, the customer is required to pay the initially agreed price for the nights stayed, and the price for Room Only for the nights canceled.
- 5. No-show: The customer is required to compensate the full amount agreed upon: they lose the entire deposit and are required to pay the difference, that is, the amount not yet paid, recalculated for the Room Only at the Hotel, for each night of the stay.

# G. Full Board (for stays of 3 nights or more)

- 1. Long notice: In case of cancellation, the customer loses the entire deposit, but is not required to pay the difference, that is, the amount not yet paid for the Full Board at the Hotel.
- 2. Medium notice: In case of cancellation, the customer loses the entire deposit, but is not required to pay the difference, that is, the amount not yet paid for the Full Board at the Hotel.
- 3. Short notice: In case of cancellation, the customer is required to compensate 50% of the agreed amount: they lose the entire confirmatory deposit and are required to pay the difference between half of the total agreed amount for Full Board at the

Hotel and the confirmatory deposit paid. In case of doubts, it is advisable to refer to the example mentioned in point A.3. of this section.

- 4. No Notice: In case of cancellation, the customer is required to pay the initially agreed price for the nights stayed, and the price for Room Only for the nights canceled.
- 5. No-show: The customer is required to compensate the full amount agreed upon: they lose the entire deposit and are required to pay the difference, that is, the amount not yet paid, recalculated for the Room Only at the Hotel, for each night of the stay.

Note. The following policies apply **unless EXCEPTIONS** (paragraph VI.) are made.

# VI. EXCEPTIONS

In this paragraph, all possible exceptions to the aforementioned Cancellation Policies are listed. The first three exceptions (points A-B-C) are legally valid for any season, any treatment, and any type of notice period. The last exception (point D) was decided by the Management.

- A. CANCELLATION DUE TO ILLNESS OR SERIOUS INJURIES The customer is entitled to the full refund of the deposit in the following cases:
  - 1. COVID-19;
  - 2. Illness, excluding any pre-existing and known illness by the client or caused by the use of medications, alcohol, or other drugs;
  - 3. Serious injury preventing the customer from attending on the booking dates.

The documentation that the customer is required to present to receive the refund of the deposit is as follows:

- 1. Certificate of COVID-19 positivity, taken 48 hours or less before the date of the booked stay;
- 2. Certificate of sudden illness or serious injury signed by the Attending Physician in which it is clearly indicated that the prognosis partially or totally coincides with the dates of the booked stay.

In the case of a pre-existing illness known to the client or caused by the use of medications, alcohol, or other drugs, the client is NOT entitled to any refund, and the aforementioned Cancellation Policies apply, according to the specific case.

B. CANCELLATION DUE TO THE DEATH OF THE CLIENT, OF THOSE TRAVELING WITH THEM, OR OF A CLOSE RELATIVE

The customer is entitled to the full refund of the deposit in the following cases:

- 1. Death of the customer;
- 2. Death of one or more companions of the customer;
- 3. Death of a close relative.

The documentation that the customer is required to present to receive the refund of the deposit is as follows:

- 1. Death certificate of the client (presented by a family member, friend, or their representative);
- 2. Death certificate of the person who would have traveled with the client;
- 3. Death certificate of the close relative and degree of kinship.
- C. CANCELLATION DUE TO FORCE MAJEURE

The customer is entitled to the full refund of the deposit in the following cases:

- Events not dependent on the client's will and unforeseeable at the time of booking the stay (Example: Summons as a juror or witness);
- 2. Cases of war, disasters, acts of sabotage or terrorism;
- 3. Any other cause of force majeure.

The documentation that the customer is required to present to receive the deposit refund varies depending on the specifics of the event, provided that it is precise, accurate, and relevant, in order to clearly justify the objectivity of the reasons.

Any strike by transport services, companies, or of any other nature is excluded from force majeure.

D. CANCELLATION NOTIFIED LESS THAN 24 HOURS AFTER THE PAYMENT OF THE CONFIRMATORY DEPOSIT

The customer is entitled to the full refund of the deposit if both following conditions are met:

- 1. The reservation in question pertains to a period of MID OR LOW SEASON;
- 2. The start date of the stay for the booking in question is scheduled to be at least 7 days after the cancellation notice.

Example. The confirmatory deposit is paid on 01/14/2025, for a reservation of 5 nights starting from 01/27/2025. The following day, 15/01/2025, the cancellation is notified. The days remaining until the start of the stay are 12 (so more than 7) and the period is in the low season. The cancellation is confirmed and the deposit is fully refunded.

If both conditions are not met, the policies described in the previous paragraphs apply.

# VII. POSSIBILITY TO CHANGE THE DATES OF THE STAY AND RELATED IMPLICATIONS

In this paragraph, the possibilities, conditions, and methods under which the Management might grant the customer the opportunity to reschedule their stay dates without losing the deposit are illustrated. It should be noted that the policy used is in any case an egalitarian policy, and the acceptance of some date change proposals and not others depends solely on the following factors:

- A. Customer notice period;
- B. Reason for the request to change the date;
- C. Type of Season in which the date change is requested;
- D. Actual availability of the Hotel in the alternative period requested by the client.

The Management reserves the right to evaluate each case individually according to its peculiarities, while ensuring the commitment to provide the customer with adequate justification for any acceptance or refusal of a date change.

For any date change, the following requirements apply:

1. The request must be justified by objective reasons and not simply depend on an arbitrary change of mind by the client (for example, a

weather forecast predicting rain WILL NOT be accepted as an objective reason);

- 2. The client must commit to providing all the documentation in their possession to justify the request for a date change.
- 3. In case the new dates of the stay fall in a different season compared to the initially agreed stay, the conditions are as follows:
  - a. Change from a higher-cost season to a lower-cost season (for example, from high to mid-season): the price per night for the stay on the new dates cannot be lower than the initially agreed price, so the initially agreed price per night will be maintained;
  - b. Change from a lower-cost season to a higher-cost season (for example, from low to mid-season): the price per night of the stay will be recalculated by applying the appropriate surcharge according to the season;
- 4. In the case of less than 30 days' notice (medium or low notice), the total cost of the requested alternative stay cannot be less than the initially agreed cost, regardless of whether the customer requests a lower number of nights or people than initially established. It may instead be higher than agreed if the customer wishes to increase the number of nights or people initially requested or to request a different treatment.
- 5. In the case of notice equal to or greater than 30 days (long notice), the total cost of the requested alternative stay will be entirely recalculated according to the new season, treatment, and number of people requested.
- 6. In the event that the customer wishes to increase the number of nights initially requested, the price per night for the additional nights will be applied according to the season of the new dates;
- 7. In the event that the customer wishes to increase the initially requested number of people, the price per night for the additional nights for the extra people will be applied according to the season of the new dates;
- 8. In case of an initial request for Half Board or Full Board treatment, the treatment requested by the customer on the new stay dates must be the same as that requested in the initially agreed stay. In case of non-applicability (for example, in the case of a change from a 5-night Half Board stay to a 2-night stay, where legally Half Board cannot be provided), the total cost will be recalculated using the per-night price of the initially agreed stay and excluding non-providable additional services, and the policy described in points 3 and 4 of this section will be applied;
- 9. The Management reserves the right to grant the customer a maximum of one date change for each booked stay. It is not possible, in other words, to request a second date change for a stay that has already been postponed, except in exceptional cases (Paragraph VI.). In the

event that the customer cannot attend on the agreed alternative dates, they will lose the entire initially agreed amount, obviously excluding the costs of non-provisionable additional services;

10. In order to grant a date change to the customer, there must be actual and effective availability for the new period of interest at the time of the customer's request. In case of a negative response, the previously described cancellation policies will be applied. The Management does NOT commit to informing the customer of last-minute changes (for example, due to sudden cancellations) at times subsequent to the declaration of objective unavailability for the alternative period of interest.

# VIII. LEGAL REFERENCES

The legal references on which this Cancellation Policy is based are cited here.

A. Art. 1341 C.C. (General contract conditions).

The general terms and conditions prepared by one of the contracting parties are effective against the other if, at the time of the conclusion of the contract, the latter knew them or should have known them using ordinary diligence.

In any case, they have no effect unless they are specifically approved in writing, the conditions that establish, in favor of the party who drafted them, limitations of liability, the right to withdraw from the contract or suspend its execution, or impose on the other party forfeitures, limitations on the right to raise objections, restrictions on contractual freedom in relations with third parties, tacit extension or renewal of the contract, arbitration clauses, or derogations from the jurisdiction of the judicial authority.

#### B. Art. 1175 C.C. (Behavior according to fairness).

The debtor and the creditor must behave according to the rules of fairness, in relation to the principles of corporate solidarity.

# C. Art. 1382 C.C. (Effects of the penalty clause).

The clause, which agrees that in the event of non-fulfillment or delay in fulfillment, one of the parties is obliged to a specific performance, has the effect of limiting the compensation to the promised performance, unless the compensability of further damage has been agreed upon. The penalty is due regardless of proof of damage.

# D. Art. 1218 C.C. (Debtor's Liability).

The debtor who does not perform the due obligation exactly is liable for damages, unless they prove that the non-performance or delay was caused by an impossibility of performance due to a cause not attributable to them.

# E. Art. 1223 C.C. (Compensation for damage).

The compensation for damages due to non-performance or delay must include both the loss suffered by the creditor and the lost profit, as long as they are the immediate and direct consequence.

# F. Art. 55 Consumer Code (Effects of withdrawal).

1. The exercise of the right of withdrawal terminates the obligations of the parties:

a) to execute the contract at a distance or negotiated outside of commercial premises; or

b) to conclude a distance contract or negotiate outside commercial premises in cases where an offer has been made by the consumer.