

GENERAL TERMS AND CONDITIONS OF CONTRACT

for Precise Tale Poggio Alla Sala Montepulciano (SI) – Italy

1. SCOPE OF APPLICATION

1.1 These General Terms and Conditions of Contract (“General Terms”) govern agreements for the temporary use of rooms at Precise Tale Poggio Alla Sala for lodging purposes, as well as all related services and supplies provided by the hotel (“Hotel”), regardless of the legal entity operating it. The term “hotel contract” includes and replaces all equivalent designations such as “lodging contract”, “accommodation agreement”, “hospitality contract”, etc.

1.2 Subletting, assignment or any use of rooms for purposes other than accommodation (e.g., events or commercial use) is prohibited without the Hotel’s prior written consent. Article 1594 of the Italian Civil Code applies in the event of unauthorized subletting.

1.3 Any general terms and conditions of the client shall apply only if expressly accepted in writing by the Hotel prior to the contract’s conclusion.

2. CONTRACT CONCLUSION, CONTRACTING PARTIES, LIMITATION PERIOD

2.1 The contract is considered concluded between the Hotel and the client when the Hotel accepts the reservation request. The Hotel may confirm the booking in writing (including via email or digital platforms).

2.2 All claims by the client against the Hotel expire one year after the statutory limitation period begins, except in cases of personal injury, death, or damages due to gross negligence or intent.

3. SERVICES, PRICES, PAYMENT, SET-OFF

3.1 The Hotel is obliged to provide the reserved room and agreed services.

3.2 The client is obliged to pay the agreed prices for room use and any additional requested services. This includes services arranged through the Hotel but rendered by third parties and paid for in advance by the Hotel.

3.3 Prices include VAT and local taxes valid on the contract date. The tourist tax (currently €3.00 per person per night) is not included and must be paid at check-in as per Montepulciano Municipality regulations.

3.4 In case of changes in tax rates (VAT or local taxes), prices may be updated accordingly if such changes occur more than four months after the contract is signed.

Precise Tale Poggio Alla Sala Srl

Sede Legale ed Operativa: Via Poggio alla Sala, 10 – 53045 Montepulciano (SI)

C.F. e n iscr. al Registro Imprese 01572040523 | P. Iva IT01572040523 | C.U. T9K4ZHO

C.C.I.A.A. DI SIENA N.REA SI- 215345

Capitale sociale i.v. 10.000,00

3.5 Any request to reduce the number of rooms, duration, or booked services may result in price adjustments.

3.6 Hotel invoices must be paid without delay or discount. If deferred payment is agreed, the balance must be paid within ten (10) days of receipt.

3.7 The Hotel may request a deposit or guarantee (e.g., credit card) upon booking. The amount and due date will be specified in the contract or rate conditions.

3.8 In the event of delayed payments or contract extensions, the Hotel is entitled to request further guarantees or advance payment up to the total agreed amount.

3.9 The client may offset any claims only if they are certain, liquid, and enforceable or legally recognized.

3.10 The client agrees to receive invoices electronically.

3.11 Credit card debit information for bookings on the site:

<https://www.precisehotels.com/it/poggio-alla-sala>

All Credit and Debit card transactions are debited at the point of purchase.

Please note that your credit card will directly be charged at the moment of transaction.

4. CLIENT WITHDRAWAL / NO-SHOW

4.1 Withdrawal by the client is allowed only if expressly provided in the contract, by law, or if the Hotel consents in writing.

4.2 If a free cancellation period has been agreed upon, the client may withdraw within that period at no charge.

4.3 In the absence of such rights or if the cancellation period has expired and the Hotel does not agree, the client remains obliged to pay the agreed price. The Hotel will deduct revenue from re-rental and saved costs. If not possible, the client shall pay:

- 90% of the accommodation price (with or without breakfast);
- 70% for half-board stays;
- 60% for full-board stays. The client may prove that the actual loss suffered by the Hotel was lower.

5. HOTEL WITHDRAWAL

5.1 If the client has been granted a free cancellation period, the Hotel may also withdraw within that time if it receives other requests for the same rooms and the client does not confirm within a reasonable time.

Precise Tale Poggio Alla Sala Srl

Sede Legale ed Operativa: Via Poggio alla Sala, 10 – 53045 Montepulciano (SI)

C.F. e n. iscr. al Registro Imprese 01572040523 | P. Iva IT01572040523 | C.U. T9K4ZHO

C.C.I.A.A. DI SIENA N.REA SI- 215345

Capitale sociale i.v. 10.000,00

5.2 The Hotel may also withdraw if the agreed deposit or guarantee is not paid within the deadline, despite a reminder.

5.3 The Hotel may withdraw for just cause, especially if:

- force majeure prevents contract fulfillment;
- booking was made with false or omitted information (e.g., identity, solvency, purpose);
- room use may endanger the safety, order, or reputation of the Hotel;
- the stay's purpose violates the law;
- clause 1.2 is violated.

5.4 In such cases, the client has no right to damages.

6. ROOM DELIVERY, USE, AND RETURN

6.1 The client has no right to specific rooms unless agreed in writing.

6.2 Rooms are available from 3:00 PM on the arrival day.

6.3 On departure day, rooms must be vacated by 11:00 AM. Otherwise, the Hotel may charge:

- 50% of the daily rate until 6:00 PM;
- 90% of the daily rate after 6:00 PM. The client may prove lesser damage.

7. HOTEL LIABILITY

7.1 The Hotel is only liable for personal or property damage caused by intent, gross negligence, or breach of essential contractual obligations. In case of defects or service disruptions, the client shall cooperate to mitigate damages.

7.2 The Hotel is liable for items brought by the client within legal limits. Use of the in-room or front-desk safe is recommended. For valuables exceeding €800 or items over €3,500, a separate agreement is required.

7.3 Providing a parking spot does not constitute a custody agreement. The Hotel is liable only as per clause 7.1 for any damage or theft.

Precise Tale Poggio Alla Sala Srl

Sede Legale ed Operativa: Via Poggio alla Sala, 10 – 53045 Montepulciano (SI)

C.F. e n iscr. al Registro Imprese 01572040523 | P. Iva IT01572040523 | C.U. T9K4ZHO

C.C.I.A.A. DI SIENA N.REA SI- 215345

Capitale sociale i.v. 10.000,00

7.4 Wake-up calls, mail handling, and delivery are managed with care but without guarantee. The Hotel is only liable within the limits of clause 7.1.

8. FINAL PROVISIONS

8.1 Amendments and supplements must be in writing. Unilateral changes are not valid.

8.2 The competent court for business clients is Siena. For consumers, jurisdiction is as defined by law.

8.3 Italian law applies. The UN Convention on Contracts for the International Sale of Goods (CISG) does not apply.

8.4 Pursuant to EU Regulation 524/2013, clients may access the European online dispute resolution platform: <http://ec.europa.eu/consumers/odr/>. The Hotel does not voluntarily participate in ADR proceedings.

Precise Tale Poggio Alla Sala Srl

Sede Legale ed Operativa: Via Poggio alla Sala,10 – 53045 Montepulciano (SI)

C.F. e n iscr. al Registro Imprese 01572040523 | P. Iva IT01572040523 | C.U. T9K4ZHO

C.C.I.A.A. DI SIENA N.REA SI- 215345

Capitale sociale i.v. 10.000,00