

General Terms and Conditions

Preamble

This document has the aim of defining the General Terms and Conditions of agreement of preliminary booking and online booking services, of Azienda Agricola Casentino, of Borgo Corsignano, Corsignano, 52014 Poppi (Ar), VAT number 01422950517.

The User will undertake to use the services in accordance with the law, ethics, practice of good conduct and public order and in accordance with any provision of the present General Terms and/or Conditions of agreement. As a consequence, it is forbidden to use the services for illicit purpose or effect and/or contrary to the conditions which are established in these here General Terms and/or Conditions of agreement, to prejudice the rights and/or interests of third parties or to cause in any way damage to the services, to Azienda Agricola Casentino and/or its image.

Azienda Agricola Casentino may modify unilaterally, to the advantage of users, at any moment and without warning, the services provided or the operating, technical conditions and use of services.

Prices for rooms and overnight stays

Prices are valid only for the time period indicated. For justifiable reasons, Azienda Agricola Casentino reserves the right to modify these rates without warning. The rates concerning booking are specified during the booking process. The rates do not include possible local taxes which have to be paid directly at the structure itself.

The prices indicated at the time of booking include VAT, at the applicable rate of that moment. If the tax rate should change in the period between the date of booking and the date the services are supplied, resulting in a difference in price, in accordance with tax regulation the rate applied to the final price will correspond to the rate applicable at the time the services are supplied or at the time of payment, even in the case where the rate at the time the services are supplied means an increase in the final price compared to the price communicated to the client at the time of booking.

Online booking services

Online booking services, available through the portal www.lorj.guest.com (www.borgocorsignano.com, www.fattoriedicelli.com) are finalised with the booking of an apartment or villa at one of the structures of Azienda Agricola Casentino.

The request of availability is not binding and does not in any way lead to commitment through means of a contract, neither for the client nor for Azienda Agricola Casentino. The confirmation of booking that Azienda Agricola Casentino sends to the Client via email, after the booking request sent by him, constitutes a commitment for both parties and constitutes finalisation of the booking contract

with options. All terms must be reconfirmed via fax or email accepting the structure's conditions for cancellation.

Agreement procedure

In using the service, the User will receive an email stating the confirmation procedure of their purchase. To charge the booking that has been made, the User will receive another email confirming the same.

The booking will be confirmed and guaranteed through a confirmation deposit equal to 30% of the expected cost of the entire stay, which must be received within 10 days of the booking. The credit card will be used only as means of guarantee.

At confirmation of the booking the Client will receive a voucher (confirmed via email) to be shown at the time of check-in at the structure. Weekly rental is from Saturday to Saturday. The check-in and check-out times, stated below, can be personalised with agreement of the management:

- Check-in: the residences will be available on the day of arrival from 4pm
- Check-out: the apartments must be vacated on the day of departure by 10am

Cancellation terms

Eventual cancellations must be received in writing (by email, or post). Once the booking is cancelled, the deposit (equal to 30% of the entire cost of the stay) will be deducted, either made via bank transfer or debited from the credit card of which details were provided. The deposit can be reused in the event of a future booking.

Protection of the User's personal details

The User of the services offered by the online booking facility of the site www.lorj.guest.com, voluntarily supplies data of a personal nature (in the following, referred to as 'Personal Data') and expressly and fully accepts without reserve the electronic processing by Azienda Agricola Casentino of their Personal Data and therefore, its insertion into a file which has the purpose of allowing Azienda Agricola Casentino to provide them with and offer them, its services. This file is the responsibility of Azienda Agricola Casentino and has been registered, or however enrolled, at the appropriate authority.

Given the nature of the business and services offered by Azienda Agricola Casentino and in order to develop, as well as to reach, its objectives; it becomes necessary to transfer Personal Data to third parties, which are represented by a competent authority on Italian territory. The transfer of data of a personal nature has the sole intention of enabling the correct provision of the services offered.

The owners of the data can, at any moment, access the file as well as exercise the right to amendment, to cancellation and to oppose the terms of the Privacy law. Equally, the consent given by the User to the processing and transfer of his/her Personal Data is revocable at any moment without any retroactive effects.

Azienda Agricola Casentino guarantees to have equipped its structures, systems and files with the necessary security measures. Nevertheless, it will reveal the Personal

Data and any other information in its possession or accessible via its systems to appropriate public authorities who request it, in accordance with legal and regulatory requirements on a case by case basis. The Users of www.lorj.guest.com guarantee and ensure the veracity, preciseness, validity and authenticity of the Personal Data provided and ensure to update it punctually.

The electronic document with which a booking becomes formalised, is electronically archived for the period of time required by law. Customers can access this data by exercising the relative rights of access using the method described below.

Operations whereby Users consult their account data and request services or products on the site www.lorj.guest.com will take place via a secure server. The software of such a server puts the information entered by the User into code before transmitting it to Azienda Agricola Casentino. Azienda Agricola Casentino also uses rigorous security procedures concerning the memorisation and diffusion of data to avoid any kind of unauthorised access to the data, in accordance with Privacy law.

Correct use of site content by the User

The User will ensure that he/she uses the site in a diligent, correct and licit way and in particular, will ensure that he/she refrains from:

- abolishing, evading or manipulating the “copyright”, the brands and other identification data of the rights of Azienda Agricola Casentino or its owners, to insert content and/or commercial products on the website of Azienda Agricola Casentino as well as technical protection systems, digital footprints or any kind of informative mechanism possibly linked to the same category;
- using content and, in particular, information obtained from Azienda Agricola Casentino’s website to send out publicity, communications aimed at direct sales or for any other kind of commercial activity, unrequested messages aimed at a plurality of people;
- reproducing or copying, distributing, allowing public access through whatever form of public communication, transforming or modifying the content, unless it is expressly authorised by the owner of the respective rights or when it is legally allowed;
- in general, using the content in a way, with purpose or effects contrary to the law, to morals and to the generally accepted practise of good conduct or to public order. Azienda Agricola Casentino does not give any licence or authority to the use of its rights of industrial or intellectual property or to any other kind of property or right connected to the site.

Right to modify the General Terms and/or Conditions of agreement

Azienda Agricola Casentino reserves the right to modify the General Terms and/or Conditions, informing users through www.lorj.guest.com

Exclusion from guarantee and responsibility

Azienda Agricola Casentino does not guarantee the reliability, neither the availability nor the continuity of services available to the User. Therefore, it declines all

responsibility for possible damage of whatever nature attributable to the unavailability, reliability or continuity of its website and its services although it will strive to assist, as much as possible, in helping the interested person with technical matters.

If Azienda Agricola Casentino, while acting with due diligence and foresight, is not able to provide the rooms booked, for reasons out of its control and if it is not possible to offer services in the same conditions as were agreed upon, Azienda Agricola Casentino will offer the User the possibility to request a full refund of the amount paid or a substitution arranged in another way, one with similar characteristics in terms of category and quality, Azienda Agricola Casentino will be required to reimburse the difference.

Protection of the General Terms and/or Conditions of agreement

If, one of the clauses in these General Terms and/or Conditions of agreement becomes null and void, the rest of the General Terms and Conditions will remain valid according to the agreed terms. Azienda Agricola Casentino undertakes to substitute the provision with a provision that most closely complies with the intent initially pursued by the parties.

No clause in this contract will in any way affect mandatory provisions regarding customers. If the User is not a consumer, he/she expressly surrenders his/her right of withdrawal.