



# *Ca' S. Sebastiano*

## *Wine Resort & SPA*

- **GENERAL CONDITIONS**
- **E-COMMERCE TERMS & CONDITIONS**

# GENERAL CONDITIONS

CHECK-IN TIME: from 2pm to 7.30pm

CHECK-OUT TIME: from 8.30am to 10.30am \*

Guests are welcome if they wish to arrive before the check-in time or stay at the agriturismo even after leaving their accommodation. It is in fact possible to deposit your luggage in advance.

Upon arrival, the customer must provide, by national provision, a suitable document to certify his identity, be an identity card or passport or driving license, for all occupants.

*\* Unless previously agreed with the Management, in case of late check-out, it will be a penalty will be applied which can vary from €50 to €200 depending on the period.*

## GENERAL CONDITIONS - PAYMENTS AND CANCELLATIONS

The reservation is considered definitively confirmed in the following cases:

- In case of booking via email, upon receipt of a copy of the receipt payment of the deposit;
- In case of booking via email, upon confirmation by us of the booking payment transaction of the deposit with credit card provided and permitted by the customer;
- In case of booking via website, at the time of payment of the booking order (in case of bank transfer it is necessary to send the payment receipt)

## TERMS OF PAYMENT AND CANCELLATIONS

- Daily bookings and short stays:

Payment of a co-signatory deposit is required, calculated on the total price of the reservation. The payment must be made within 48 hours of receiving the booking confirmation; otherwise the reservation will be cancelled without further reminders.

The balance of the reservation must be paid upon arrival for daily reservations and at the time of check-out for overnight bookings. Any extras must be paid before departure.

In case of booking for a group of 8 people or more, a credit card as guarantee and a second payment to be made within one week of arrival. If you do not have a card credit, a single payment will be required which amounts to 80% of the total booking to be made at moment of confirmation. The same payment deadlines as above apply.

- Cancellation of daily reservations and short stays

Reservations confirmed with deposit/gift voucher/online purchase/third party boxes (for example Smartbox, Groupon, Boscolo, Dimore d'Epoca...) can be cancelled without penalty for up to 48 hours before the check-in time on the day of arrival scheduled in the booking. The deposit paid/value of gift certificate, order, voucher will not be returned, but will be considered valid for a subsequent booking to be made within 1 year of payment of the deposit/issue of gift voucher, order, voucher.

If the cancellation occurs after the 48-hour deadline, or in the event of a no show or due to departure advance, the deposit will not be returned and will be retained as compensation.

In case of booking for a group of 8 people or more, the limit within which to cancel the booking without penalty it rises to 7 days. If participants were to cancel individually after the 7 day deadline from arrival, we will deduct 80% of the total price per person from the deposit paid.

If you have a gift voucher, cancellation more than 48 hours before your arrival date will result in cancellation loss of the total amount of the voucher.

- Reservations and cancellations of wellness treatments

When booking wellness treatments, advance payment of the full amount is required. In case of cancellations up to 24 hours before the start time of the treatment, the amount paid will be considered valid for a subsequent booking to be made within 1 year of payment made. If the cancellation occurs after the 24 hour deadline, or in the event of a no show or due to departure advance, the payment made will not be refunded but will be retained as compensation.

- Weekly rental or long stay (over 7 days of stay) \*:

Payment of a co-signatory deposit is required, calculated based on the total price of the reservation and a credit card is required as a guarantee and a second payment which leads to the payment of 80% of the total of the reservation to be made within one week of check-in. If you do not have a card credit, a single payment will be required which amounts to 80% of the total booking to be made at moment of confirmation. The same payment deadlines as above apply.

Any extras and drinks must be paid for before departure.

- Bail

A deposit paid in cash is required upon arrival, ranging from €100.00 to €200.00 depending on of the booked apartment, which will be returned upon departure unless any damage has been verified suffered.

- Cancellation of a weekly rental or long stay

Reservations confirmed with deposit/gift voucher/online purchase/third party boxes (for example Smartbox, Groupon, Boscolo, Dimore d'Epoca...) can be cancelled without penalty for up to 7 days before the check-in time on the day of arrival scheduled in the booking. The deposit paid/value of gift certificate, order, voucher will not be returned, but will be considered valid for a subsequent booking to be made within 1 year of payment of the deposit/issue of gift voucher, order, voucher.

If the cancellation occurs after the 7 day deadline, or in the event of a no show or due to departure advance, the deposit will not be returned and will be retained as compensation.

*\*The rent of the apartment does not include cleaning or daily change of sheets and towels. It is scheduled once a week starting from the eighth night of your stay. Any additional change will cost €5 per person. It is also possible to request the cleaning of the entire apartment to be agreed in advance with the reception at a cost of €40 for one-bedroom apartments and €60 for two-bedroom apartments.*

#### **DEPOSIT PAYMENT METHODS:**

Bank transfer (Banca Sella – account holder: Vellano Maurizio – IBAN: IT38P0326844779052583239762)

Credit card (not prepaid) for remote withdrawal

Payment to Paypal account on info@casansebastiano.it account

Cash

**WE DO NOT ACCEPT BANK CHECKS**

#### **PAYMENT METHODS AT CHECK OUT:**

Cash

Debit card

Credit card (Visa - Master Card - American Express circuit)

**WE DO NOT ACCEPT BANK CHECKS**

# E-COMMERCE TERMS & CONDITIONS

The present conditions are valid exclusively between Vellano Maurizio, registered in the Alessandria company register No. AL-1996-108570 on 21/08/1996, VAT number 01661200061 and tax code VLLMRZ61S01B885J, hereinafter referred to as “Vellano Maurizio” and any person or company or other who makes purchases online on the website “ww.casansebastiano.it” hereinafter referred to as “CUSTOMER”.

Buying online on the website “www.casansebastiano.it” is not allowed to natural persons who are not 18 years old. “CUSTOMER” can be only those who have reached the age of majority.

These terms may be amended and the date of publication of the terms on the website is the date of entry into force.

These conditions govern purchases made on the www.casansebastiano.it website, in accordance with the provisions of Part III, Title III, Chapter I of the Consumer Code, D.lgs. n. 206/2005, as amended by D.lgs. n. 21/2014 and D.lgs. 70/2003 in the field of electronic commerce.

## ARTICLE 1–Subject matter of the contract

With these general terms and conditions of sale, “Vellano Maurizio” sells and the CLIENT buys at a distance the material movable goods indicated and offered for sale on www.casansebastiano.it. The contract is concluded exclusively through the internet, through the CUSTOMER’s access to the address www.casansebastiano.it and the realization of a purchase order according to the procedure provided by the site.

The customer undertakes to consult, before proceeding to the confirmation of his order, these general terms and conditions of sale, in particular the pre-contractual information provided by “Vellano Maurizio” and to accept them by placing a flag in the box indicated.

## ARTICLE 2– Pre-contractual information for the consumer (Art. 49 of Legislative Decree 206/2005)

The CUSTOMER, before the conclusion of the purchase contract, takes note of the characteristics of the goods which are explained in the individual product sheets at the time of the choice.

Prior to the conclusion of the purchase contract and prior to the validation of the order with “payment obligation”, the CUSTOMER shall be informed about:

- total price of goods including taxes, with details of shipping costs and any other costs;
- characteristics and costs of the type of packaging chosen;
- method of payment to be made;
- the conditions, terms and procedures for exercising the right of withdrawal (art. 8 of these conditions), as well as the standard withdrawal form set out in Annex I, Part B of Legislative Decree 21/2014;
- information on the cost that the CUSTOMER will have in the event of withdrawal;
- The existence of a legal guarantee of conformity for the goods purchased;
- terms of after-sales service.

The CUSTOMER may at any time and in any case before the conclusion of the contract, take note of the information relating “Vellano Maurizio”, the geographical address, the telephone and fax number, the e-mail address. This information is also given below:

Vellano Maurizio

Registered office: via Cavour 22 – 15020 – Gabiano fraz. Zoalengo (AL)

Operating place: Via Ombra 10/12 – 15020 Fraz. Castel San Pietro - Camino (AL)

tel. +39.0142.469595

email: reception@casansebastiano.it

## ARTICLE 3– Conclusion and effectiveness of the contract

The CUSTOMER shall confirm its purchase order when it has completed the payment process.

The sales contract is considered to be concluded with the sending by the “Vellano Maurizio” to the CUSTOMER of an e-mail confirming the order. The e-mail contains the details of the CUSTOMER and the order number, the price of the goods purchased, the shipping costs and the delivery address to which the goods will be sent.

The CUSTOMER undertakes to verify the correctness of the personal data contained in it and to communicate promptly to “Vellano Maurizio” any corrections.

#### ARTICLE 4– Availability of products

The availability of the products refers to the actual availability when the CUSTOMER places the order. Such availability must however be considered purely indicative because, due to the simultaneous presence on the site of several users, the products could be sold to other CUSTOMERS before the confirmation of the order.

Even after sending the e-mail confirming the order sent by “Vellano Maurizio”, there may be cases of partial or total unavailability of the goods. In this case, the order will be automatically rectified with the elimination of the unavailable product and the CUSTOMER will be immediately informed by e-mail.

If the CUSTOMER requests the cancellation of the order by terminating the contract, the “Vellano Maurizio” will refund the amount paid within 14 days from the day when the “Vellano Maurizio” has been informed of the client’s decision to terminate the contract.

#### ARTICLE 5– Minimum order – Package type

The minimum order is € 30.00 and can be reached in any mode.

Choice of packaging type: the online purchase procedure provides an only choice of SAFE PACKAGE: the products are placed in a box designed specifically for transport by courier, with consistent protections in polystyrene or cardboard. In case of total or partial damage during transport, the “Vellano Maurizio” will refund the CUSTOMER after presentation by the CUSTOMER himself, of photographic documentation of the state of the damaged goods. The refund will be paid within 14 days from the date of presentation of the photographic documentation of the damage.

#### ARTICLE 6– Payment methods

Payment by the CUSTOMER may only be made by bank transfer in advance or by Paypal payment method.

- **PAYMENTS BY CREDIT CARD THROUGH PAYPAL CIRCUIT**

For purchases settled through the payment method PayPal, at the end of the order, the Customer will be directed to the login page of PayPal. If you do not have a PayPal access, you can make the purchase by credit card without having to register for PayPal services. The amount related to your order will be debited to the PayPal account directly at the time of completion of the payment. At no time during the purchase process, “Vellano Maurizio” is able to know the CUSTOMER’s PayPal account/account information and the credit card connected to it. For each transaction performed with the PayPal account the CUSTOMER will receive a confirmation email from PayPal.

- **PAYMENT BY BANK TRANSFER**

In case the payment by bank transfer in advance is chosen, the goods will be sent only after verifying the credit with our account. The bank account details on which to make the transfer are indicated at the end of the order confirmation and sent by email.

#### ARTICLE 7 – Price list

All sales prices of the products indicated on [www.casansebastiano.it](http://www.casansebastiano.it) website are expressed in Euro and include VAT.

Shipping costs are not included in the purchase price, but the shipping cost to Italy are indicated and calculated at the end of the purchase process, before payment is made.

If the country of destination of the goods is not among the possible destinations of shipments, it will be asked the CUSTOMER to send an email to request a quote to: [cantina@pierinovellano.it](mailto:cantina@pierinovellano.it)

The CUSTOMER accepts the right of the “Vellano Maurizio” to change its prices at any time; however, the goods will be invoiced on the basis of the prices indicated on the site at the time of creation of the order and indicated in the e-confirmation mail sent by “Vellano Maurizio” to the CUSTOMER.

In the event of a computer, manual, technical error or any other error which could result in a substantial change of the sale price to the public, not provided by “Vellano Maurizio”, making it exorbitant or clearly derisory, the purchase order will be considered invalid and cancelled and the amount paid by the CUSTOMER will be refunded within 14 days from the day of the cancellation.

#### ARTICLE 8–Right of withdrawal

In accordance with the legal provisions in force, the CUSTOMER has the right to withdraw from the purchase without penalty and without specifying the reason, within 14 days from the date of receipt of the products.

In case of multiple purchases made by the CUSTOMER with a single order and delivered separately, the deadline of 14 days from the date of receipt of the last product.

The CUSTOMER who intends to exercise the right of withdrawal shall communicate it to “Vellano Maurizio” through explicit declaration, which may be sent by registered mail.

The CUSTOMER may also exercise the right of withdrawal by sending any explicit statement containing the decision and the reason for withdrawing from the contract or alternatively send the type withdrawal form, referred to in Annex I, Part B, D.Lgs 21/2014 (not mandatory), the text of which is as follows:

#### WITHDRAWAL FORM

Type withdrawal form according to art. 49, paragraph 1, lett. h)

(fill in and return this form only if you wish to withdraw from the contract)

In case of exercise of the right of withdrawal, the CUSTOMER is obliged to return the goods within 14 days from the day on which he communicated to “Vellano Maurizio” his willingness to withdraw from the contract pursuant to Decree No 57 of Legislative Decree 206/2005. Refund costs shall be borne by the CUSTOMER.

The goods must be returned to:

Azienda Agricola Pierino Vellano di Maurizio Vellano

Via Pontestura 81 – 15020 Camino (AL).

The goods must be returned intact, in the original package, complete in all its parts (including the packaging) and complete tax documentation attached. Without prejudice to the right to verify compliance with the above, “Vellano Maurizio” will refund the amount of the products subject to withdrawal within a maximum of 14 days, in accordance with article 5 of Legislative Decree no. 185 of 22/05/1999.

As provided by art. 56 paragraph 3 of Legislative Decree 206/2005, amended by D.lgs 21/2014, the “Vellano Maurizio” may suspend the reimbursement until the receipt of the goods or until the demonstration by the CUSTOMER to have returned the goods to “Vellano Maurizio”.

“Vellano Maurizio” will refund the CUSTOMER using the same means of payment chosen by the CUSTOMER at the time of purchase. In the case of payment made by bank transfer, and if the CUSTOMER wishes to exercise his right of withdrawal, he must provide to the “Vellano Maurizio”, the bank details: IBAN, SWIFT and BIC necessary for the execution of the refund.

#### ARTICLE 9– Legal guarantee of compliance

In case of receipt of products not conforming to the orders, the CUSTOMER, within 30 days from the date of receipt of the goods, is entitled to the restoration, without charge, of the conformity of the product by replacement of the product already delivered if returned intact.

The customer must proceed to the creation of a practice of Withdrawal through written request to: info@casansebastiano.it. “Vellano Maurizio”, in case of non-compliant product, will arrange at its own expense the withdrawal of the product, subject to the availability of the CUSTOMER.

#### ARTICLE 10– Delivery procedures

The products will be delivered by express courier to the address indicated by the CUSTOMER at the time of the order within and no later than the days indicated at the time of the order and once received the order confirmation email sent by “Vellano Maurizio”.

For every order placed on [www.casasebastiano.it](http://www.casasebastiano.it), the “Vellano Maurizio” issues invoice for the goods shipped. The invoice will contain the information provided by the CUSTOMER during the purchase process. After the invoice has been issued, it will not be possible to make any changes to the data indicated in the invoice. The invoice will be sent with the goods.

#### ARTICLE 11– Liability

“Vellano Maurizio” does not assume any responsibility for faults attributable to force majeure or unforeseeable circumstances, even where employees from malfunctions and disservices of the internet network or the courier forwarder, in the event that it fails to execute the order within the time specified in the contract.

#### ARTICLE 12– Integrity

These General Terms and Conditions of Sale consist of all the clauses that make them up. If one or more of the provisions of these General Terms and Conditions of Sale is considered invalid or declared invalid in accordance with law, regulation or a decision by a court having jurisdiction, the other provisions will continue to be fully effective and effective.

#### ARTICLE 13– Applicable law and competent court

These General Terms and Conditions of Sale are subject to Italian law.

Any dispute which cannot be resolved amicably will be subject to the exclusive jurisdiction of the Court of Alexandria, if located in the territory of the State.

In any case, it is possible to use the mediation procedures provided for in Legislative Decree 28/2010 and subsequent amendments, for the resolution of any disputes arising in the interpretation and execution of these conditions of sale.