



BORGO LUNA ROSSA

BOUTIQUE RESORT

TERMS AND CONDITIONS

Version: July 1, 2026

These General Terms and Conditions apply to reservations and stays at Borgo Luna Rossa in Castellino Tanaro, Piedmont, Italy.

Article 1. General Provisions, Parties, and Definitions

- 1.1 These General Terms and Conditions apply to all reservations and accommodation agreements concerning the vacation accommodations and lodging services of **Borgo Luna Rossa**, located in Castellino Tanaro, Piedmont, Italy, hereinafter referred to as **"BLR."**
- 1.2 **BLR is the operator, provider, and contracting party** for the stay. The accommodation agreement is concluded between BLR and the person booking the accommodation.
- 1.3 **Luna Beheer**, located in the Netherlands, hereinafter referred to as **"LB,"** acts on behalf of BLR solely as a booking, administrative, and payment agent. LB may, among other things, process reservations, handle correspondence regarding bookings, send payment requests, and receive payments on behalf of BLR.
- 1.4 LB is not the landlord or provider of the accommodation and, by performing these activities, does not become a party to the accommodation agreement between BLR and the tenant.
- 1.5 Payments made to LB in accordance with the payment instructions are received by LB on behalf of BLR and constitute a payment in full to BLR.
- 1.6 The fact that a reservation, payment request, or other administrative communication is processed or sent by LB does not create a separate accommodation agreement between the guest and LB.
- 1.7 **"Tenant"** means: the person who makes the reservation and enters into the accommodation agreement with BLR.
- 1.8 **"Guest(s)"** means: the renter and all other persons who, with the renter's permission, use the reserved accommodation.
- 1.9 **"Management"** means: BLR and/or the manager or representative designated by BLR who is directly available during the stay.
- 1.10 **"Accommodation agreement"** means: the agreement between BLR and the tenant regarding the stay in a specific accommodation during the agreed-upon period.

- 1.11 **“Accommodation fee”** means: the agreed-upon price as stated in the booking confirmation, plus any applicable mandatory additional costs.
- 1.12 **“Stay period”** means: the period from the agreed-upon check-in time through the agreed-upon check-out time.
- 1.13 By making a reservation, the tenant declares that they have read and agree to these General Terms and Conditions.

Article 2. Formation of the Accommodation Agreement

- 2.1 A reservation refers to a stay offered and arranged by BLR in Italy.
- 2.2 LB is authorized by BLR to process reservations on behalf of BLR, send booking confirmations and payment requests, and receive payments.
- 2.3 The accommodation agreement is formed between BLR and the tenant as soon as the reservation is confirmed in accordance with the booking procedure and any required initial payment has been received.
- 2.4 The guest will have access to the applicable Terms and Conditions before or at the time of making the reservation.
- 2.5 The version of the General Terms and Conditions in effect at the time the accommodation agreement is concluded shall continue to apply to that reservation.
- 2.6 Subsequent amendments to these General Terms and Conditions do not apply retroactively to accommodation agreements already concluded, unless the parties expressly and legally agree to this or the amendment is exclusively to the tenant's advantage.

Article 3. Reservations and Payments

- 3.1 Upon booking, information is provided regarding the selected accommodation, total cost of stay, duration of stay, and applicable terms and conditions.
- 3.2 A reservation is definitively confirmed upon receipt of a deposit of 40% of the total cost of the stay, unless otherwise agreed.
- 3.3 The remaining 60% must be paid in full no later than 60 days before the check-in date.
- 3.4 If a reservation is made within 60 days of the check-in date, 100% of the total cost of the stay must be paid at the time of booking.
- 3.5 If the full amount due has not been received by the agreed-upon payment date, BLR reserves the right to cancel the reservation. In that case, there is no right to a refund of amounts already paid, to the extent permitted under applicable law.
- 3.6 BLR has authorized LB to collect the amounts due under the accommodation agreement on behalf of BLR.

- 3.7 A payment made to a bank account in the name of LB therefore does not mean that LB is the provider or contracting party for the stay.
- 3.8 Upon arrival, the bed will be made, and sufficient bath linens and standard kitchen supplies will be provided. If included in the reservation, the refrigerator may be stocked upon arrival, and consumables may be provided. Refills are not automatically included during the stay.
- 3.9 Bed linens can be changed once a week free of charge, if desired. Additional changes can be requested for a fee.
- 3.10 Weekly cleaning may be performed by BLR regardless of the agreed-upon length of stay. The tenant must grant the cleaning team access to the accommodation at the designated to gain access to the accommodation.
- 3.11 Cleaning fees are mandatory additional charges and will be listed at the time of booking and/or on the final bill.
- 3.12 The applicable tourist tax will be charged in accordance with current municipal regulations.
- 3.13 Charges for additional services, including organized dinners, pizza or barbecue nights, breakfast, bike rentals, electric vehicle charging, extra changes of bed or bath linens, and other additional services must be paid before departure, unless otherwise agreed.
- 3.14 Payment may be made via bank transfer, online payment methods, cash, or any other payment method accepted by BLR or its payment agent.

Art. 4. Execution of the Stay and Responsibilities of BLR and LB

- 4.1 BLR is responsible for the actual execution of the accommodation agreement in Italy.
- 4.2 BLR is responsible for making the reserved accommodations and the agreed-upon services that form part of the stay available.
- 4.3 Matters concerning, among other things, the condition of the accommodation, amenities, maintenance, disturbances, defects, the overall experience of the stay, and solutions offered on-site fall under BLR's responsibility.
- 4.4 LB acts solely as BLR's booking, administrative, and payment agent.
- 4.5 LB is solely responsible for any errors that directly result from its own booking, administrative, or payment activities.
- 4.6 Any complaint regarding the accommodation or the actual execution of the stay must be reported to BLR or the management designated by BLR.
- 4.7 The mere fact that a reservation, payment request, or other communication has been processed by LB does not make LB responsible for the actual execution of the stay.
- 4.8 Nothing in this section limits any rights or liabilities that cannot be excluded or

limited under mandatory applicable law.

Article 5. Cancellation

- 5.1 If canceled more than 120 days before the check-in date, 100% of the amount already paid will be refunded.
- 5.2 If canceled between 120 and 60 days before the check-in date, 50% of the amount already paid will be refunded.
- 5.3 If canceled less than 60 days before the check-in date, no refund will be issued.
- 5.4 Any special rates, last-minute rates, or other rates expressly designated as non-refundable may have different cancellation policies. These will be disclosed before or at the time of booking.
- 5.5 BLR strongly advises the renter to purchase appropriate cancellation and travel insurance.

Article 6. No-Show

- 6.1 If the tenant fails to arrive on the agreed-upon check-in date without prior cancellation or notice, the full amount for the stay, as well as the agreed-upon additional costs, remains due, to the extent permitted under applicable law.
- 6.2 In that case, BLR is entitled to make the accommodation available to third parties again.

Art. 7. Security Deposit

- 7.1 At the start of the stay, a security deposit may be requested in the amount of 15% of the weekly high-season accommodation fee, unless a different amount is specified on the booking confirmation.
- 7.2 The security deposit will be refunded within 10 business days after departure, provided there is no damage, loss, excessive soiling, or other costs for which the tenant is responsible.
- 7.3 Costs for damage, missing items, or additional cleaning may be deducted from the security deposit.
- 7.4 If the damage or costs exceed the security deposit, the tenant remains liable for the remaining amount.
- 7.5 Damage, defects, and missing items must be reported to BLR as soon as possible and no later than the day of departure.

Article 8. Check-in and Check-out

- 8.1 Check-in is available between 4:00 p.m. and 6:00 p.m. on the day of arrival, unless otherwise agreed in advance.
- 8.2 Check-out must take place no later than 10:00 a.m. on the day of departure.

- 8.3 Starting at 10:00 a.m., the accommodation must be available for the cleaning crew and to prepare for the next guests.
- 8.4 Requests for early check-in or late check-out may be granted only with prior approval and subject to availability.

Article G. Changeover Days and Minimum Stay (the week numbers listed refer only to the calendar year 2027)

9.1 High season:

- High season runs from week 24 through week 33.
- The regular changeover day during high season is Saturday.
- The minimum stay during the high season is one week, unless an exception has been expressly confirmed in advance.

9.2 Mid-season:

- The shoulder season runs from week 18 through week 23.
- The minimum stay is four nights.

9.3 Wine Season – Vendemmia:

- The wine season runs from week 34 through week 36.
- The minimum stay is four nights.

9.4 Truffle season:

- The truffle season runs from week 37 through week 44.
- The minimum stay is four nights.

9.5 Low season:

- The off-season runs from week 11 through week 17 and from week 45 through week 47.
- The minimum stay is three nights.
- BLR reserves the right to grant an exception to the minimum stay requirement in individual cases.

Article 10. Occupancy and Use of the Accommodation

- 10.1 The maximum number of guests permitted is the number of people specified in the booking confirmation and/or accommodation description.
- 10.2 The accommodation may only be used by the persons listed on the reservation, unless BLR has given prior written consent for other guests.
- 10.3 Exceeding the maximum occupancy may result in termination of the accommodation agreement or additional charges, to the extent permitted under applicable law.
- 10.4 It is not permitted to sublet the accommodation, in whole or in part, to third parties or to transfer the reservation without prior consent.

Article 11. Inspection upon Arrival and Reporting of Defects

- 11.1 Upon arrival, the tenant must reasonably inspect the accommodation for visible defects, damage, and potential safety hazards.
- 11.2 Any defects or damage should preferably be reported to BLR or management immediately and no later than 24 hours after arrival.
- 11.3 BLR will, if reasonably possible, investigate the reported issue and take appropriate measures within a reasonable timeframe.
- 11.4 If a problem arises or is reported during the stay, BLR must be given a reasonable opportunity to investigate the problem and, if possible, resolve it.
- 11.5 Failure to report a problem in a timely manner may result in BLR being unable to investigate or resolve it during the stay.

Article 12. A Historic Borgo

- 12.1 You are staying in an Italian Borgo that is over 350 years old, which has been restored with great care and attention to detail and equipped with modern comforts. We have made a conscious decision to preserve its authentic character, original construction, and historic materials as much as possible.
- 12.2 As a result, a stay in such a historic building, surrounded by nature, differs in some respects from a stay in a modern, newly constructed building. Minor irregularities, natural sounds, temperature fluctuations, insects or small animals, and other features may be part of this environment and the Borgo's historic character.
- 12.3 We will, of course, do our very best to make your stay as comfortable as possible. However, if you notice anything during your stay or find something uncomfortable, please let us know as soon as possible. We can then assess the situation and, where possible, provide an appropriate solution immediately.

Art. 13. Natural Environment and Wildlife

- 13.1 Borgo Luna Rossa is located in a rural and natural setting. This location is an essential part of the character and the guest experience at the Borgo.
- 13.2 Guests should be aware that during their stay they may occasionally encounter, among other things, insects, spiders, birds, small animals, rodents, bats, and other forms of wildlife.
- 13.3 Natural sounds made by animals may also be heard, both during the day and in the evening and at night.
- 13.4 The presence and activity of wildlife may vary depending on the season, weather conditions, temperature, and other natural factors.
- 13.5 BLR cannot completely rule out or control wildlife. This also applies to the occasional presence of animals or insects in or near accommodations, patios, gardens, and other outdoor areas.
- 13.6 BLR takes appropriate and reasonably feasible preventive measures to minimize, as much as possible, the presence of unwanted animals and insects and any nuisance they may cause.
- 13.7 Despite these measures, BLR cannot guarantee that wildlife will be completely absent or that natural animal sounds can be entirely prevented.

- 13.8 The mere presence of wildlife, insects, or natural animal sounds—insofar as it is related to BLR's rural and natural location and there is no demonstrable negligence or defect attributable to BLR—is not considered a defect in the accommodation.
- 13.9 Under these circumstances, the presence of wildlife or natural animal sounds does not automatically entitle the guest to a refund, price reduction, or compensation, to the extent permitted under applicable law.
- 13.10 By making a reservation, the renter acknowledges the natural character of the location and accepts that the presence of wildlife and natural animal sounds may be part of the stay.

Art. 14. Protection of Wild Animals

- 14.1 BLR complies with applicable Italian and regional regulations regarding animal welfare, nature conservation, and wildlife protection.
- 14.2 Specific legal protection regimes apply to certain species of wild animals. The capture, removal, chasing away, wounding, or killing of such animals is not permitted if it violates applicable regulations.
- 14.3 BLR will take only those measures that are legally permitted and reasonably necessary to limit any nuisance.
- 14.4 The fact that an animal is on or near the premises therefore does not mean that BLR can or may simply remove or kill that animal.

Article 15. Noise and Quiet

- 15.1 BLR is located in a rural setting. In addition to the peace and quiet characteristic of the location, natural or external noises may occasionally occur.
- 15.2 These may include, among other things, animal sounds, agricultural activities, traffic, construction work, or other activities in the rural surroundings.
- 15.3 BLR therefore cannot guarantee absolute silence or complete soundproofing.
- 15.4 BLR enforces quiet hours on its own property from 10:30 p.m. to 8:00 a.m. and expects all guests to respect these hours.
- 15.5 BLR will make reasonable efforts to prevent unnecessary noise disturbances on its own property.
- 15.6 Noises that are inherent to the natural or rural environment and cannot reasonably be prevented by BLR do not automatically entitle guests to a refund or price reduction.

Article 16. Swimming Pool and Other Facilities

- 16.1 The swimming pool is open during the period specified by BLR, depending on the season, weather conditions, and technical circumstances.
- 16.2 Outside the regular period, the swimming pool may be closed. BLR strives to extend the swimming season as much as possible, in part through the use of solar panels and other amenities.
- 16.3 The swimming pool has a depth of approximately 1.30 meters. Diving is therefore not permitted.
- 16.4 The pool is not a supervised swimming facility. There is no permanent supervision.

- 16.5 Use of the pool and other facilities is at your own risk and in accordance with the applicable house rules and safety regulations, to the extent permitted by law permitted.
- 16.6 Persons who cannot swim or are poor swimmers may enter the pool only under appropriate supervision.
- 16.7 BLR may temporarily close or suspend the use of facilities when maintenance, technical conditions, weather conditions, or safety necessitate it.

Article 17. Weather and Natural Conditions

- 17.1 Due to BLR's location, weather conditions may affect your stay.
- 17.2 This may include, among other things, rain, wind, storms, thunderstorms, heat, cold, fog, pollen, leaves, falling branches, slippery conditions, or other natural conditions.
- 17.3 BLR has no control over such conditions and offers no guarantee regarding specific weather conditions or the full availability of all facilities.
- 17.4 If circumstances warrant it for safety reasons, BLR may temporarily close facilities in whole or in part.
- 17.5 Such natural conditions do not automatically entitle visitors to a refund or compensation, insofar as they cannot be attributed to BLR.

Article 18. Technical Facilities and Utilities

- 18.1 BLR makes every effort to ensure the availability and proper functioning of electricity, water, hot water, heating, air conditioning, internet/Wi-Fi, and other technical facilities.
- 18.2 Temporary malfunctions or interruptions may occur as a result of technical issues, maintenance, construction work, disruptions at external suppliers, utility companies, or other circumstances beyond BLR's reasonable control.
- 18.3 In the event of a disruption, BLR will make reasonable efforts to have it resolved as soon as possible.
- 18.4 A temporary disruption that cannot reasonably be attributed to BLR does not automatically entitle the party to a refund or compensation.

Article 19. Visitors and Exclusivity of the Premises

- 19.1 To protect the privacy, peace, and safety of all guests, the premises are accessible exclusively to registered guests.
- 19.2 Visits by family, friends, or other third parties are permitted only with BLR's prior consent.
- 19.3 Visits may be permitted only for a limited duration and may be subject to additional conditions or fees.

- 19.4 Visitors may not use common facilities such as the swimming pool, charging stations, or other amenities, unless BLR has given express prior permission.
- 19.5 The tenant is responsible for the conduct of his or her visitors and for any damage or nuisance caused by these visitors.

Article 20. House Rules

- 20.1 House rules are posted in the accommodation. Guests are expected to familiarize themselves with these rules and to comply with them.
- 20.2 **Smoking**
 - 20.2.1 Smoking inside the accommodations is strictly prohibited.
 - 20.2.2 Smoking is permitted only on the private terrace of the rented accommodation.
 - 20.2.3 Smoking is not permitted by the pool or in other common areas.
 - 20.2.4 Any damage, additional cleaning, or other costs resulting from a violation of the smoking ban may be charged to the renter.
- 20.3 **Pets**
 - 20.3.1 Pets are not allowed unless BLR has given prior written permission.
- 20.4 **Utility Costs**
 - 20.4.1 Normal use of water and energy is included in the rental price.
 - 20.4.2 In the event of demonstrably excessive or unreasonable use, BLR may charge additional fees, to the extent permitted under applicable law.
- 20.5 **Cleanliness**
 - 20.5.1 The accommodation must be left clean and in a condition comparable to that found upon arrival.
 - 20.5.2 Excessive dirt, trash left behind, moved furnishings, or other situations requiring extra cleaning may result in additional cleaning fees.
 - 20.5.3 Furniture and furnishings must be returned to their original locations after use.
 - 20.5.4 Damage, defects, and missing items must be reported to BLR before departure.

Article 21. Liability of the Tenant

- 21.1 The tenant is liable for damage to the accommodation, furnishings, facilities, and grounds caused by the tenant, fellow guests, or visitors, to the extent that such damage can be attributed to them.
- 21.2 The tenant is responsible for ensuring that all persons staying under his or her reservation comply with these General Terms and Conditions and the house rules.
- 21.3 In the event of misuse, damage, loss, or excessive soiling, the associated reasonable costs may be charged to the renter.
- 21.4 BLR reserves the right to charge the tenant for any damage discovered after departure.
- 21.5 The tenant must report any damage as soon as possible.

Article 22. BLR's Liability

- 22.1 BLR will make every effort to provide accommodation and facilities in good condition and in accordance with the accommodation agreement.
- 22.2 To the extent permitted by law, BLR is not liable for damage or inconvenience arising exclusively from circumstances that are reasonably beyond its control.
- 22.3 This may include, among other things:
 - 22.3.1 theft, loss, or damage to personal property;
 - 22.3.2 temporary outages of the internet/Wi-Fi;
 - 22.3.3 temporary outages of electricity, water, or other utilities;
 - 22.3.4 technical malfunctions;
 - 22.3.5 weather conditions;
 - 22.3.6 natural conditions;
 - 22.3.7 wildlife, insects, and animals;
 - 22.3.8 natural animal sounds;
 - 22.3.9 external noises;
 - 22.3.10 construction or agricultural activities in the vicinity;
 - 22.3.11 force majeure or other unforeseen circumstances.
- 22.4 BLR is not liable for damage or injury resulting solely from the actions or omissions of the renter, fellow guests, or visitors.
- 22.5 BLR is not responsible for supervising the swimming pool or other facilities for which no supervision service is provided, except to the extent required by mandatory law.
- 22.6 BLR is not responsible for services or reservations that the renter has booked independently with third parties, including airline tickets, car rentals, excursions, restaurants, hotels, or other activities.
- 22.7 The limitations set forth in this section apply only to the extent permitted under applicable mandatory law.
- 22.8 No provision in these General Terms and Conditions is intended to exclude liability for damages resulting from willful misconduct, demonstrable negligence, or a situation for which BLR is liable under mandatory law.

23. Problems, Complaints, and Proposed Solutions

- 23.1 BLR considers it important that any problems during the stay be reported as soon as possible.
- 23.2 If a guest experiences a problem or has a complaint, BLR or its management must be notified as soon as possible.
- 23.3 BLR will then make reasonable efforts to investigate the problem and, where possible, offer an appropriate solution.

- 23.4 If a problem relates to a specific accommodation, BLR may, depending on availability and circumstances, offer alternative accommodations within Borgo Luna Rossa.
- 23.5 The tenant must give BLR a reasonable opportunity to investigate and/or resolve any reported problem.
- 23.6 If BLR offers a reasonable alternative or suitable solution and the tenant chooses not to accept it and subsequently terminates the stay early, this will be considered a decision by the tenant, unless otherwise required by mandatory law.
- 23.7 Such early termination does not automatically entitle the guest to a refund for unused nights.
- 23.8 Any claims for a refund, price reduction, or compensation will always be assessed based on the specific circumstances and applicable law.
- 23.9 If the tenant books alternative accommodations independently without first giving BLR a reasonable opportunity to investigate, remedy the issue, or offer an alternative, the associated costs are not automatically the responsibility of BLR.

Article 24. Early Departure

- 24.1 If a guest decides during the stay to voluntarily leave the accommodation early, the original reservation and payment obligation remain in effect in principle.
- 24.2 Leaving the accommodation early due to personal preference, changed expectations, or circumstances inherent to BLR's natural or rural location does not automatically entitle the guest to a refund for unused nights.
- 24.3 If BLR offers a reasonable alternative or suitable solution during the stay and the guest chooses not to accept it, the original reservation generally remains in effect, unless otherwise required by mandatory applicable law.
- 24.4 In the event of early departure, there will be no automatic refund of the accommodation fee already paid, cleaning fees, or other pre-agreed costs.
- 24.5 Tourist tax and other charges due will be settled in accordance with applicable regulations and prior agreements.

Article 25. Force Majeure and Unforeseen Circumstances

- 25.1 Force majeure is defined as any circumstance that reasonably prevents BLR from fulfilling the accommodation agreement, in whole or in part, and that is beyond its reasonable control.
- 25.2 These may include, among other things: natural disasters, extreme weather conditions, fire, flooding, war, pandemics, government measures, serious technical malfunctions, prolonged outages of utilities, and other unforeseen circumstances.

- 25.3 The presence of local wildlife may, depending on the specific circumstances, constitute a natural and unforeseen circumstance, but will not automatically be classified as force majeure if the situation is attributable to BLR.
- 25.4 If BLR is unable to fulfill a reservation due to force majeure, BLR will inform the tenant as soon as possible.
- 25.5 If BLR must terminate the accommodation agreement due to force majeure, BLR will refund amounts already paid for the unfulfilled portion to the extent required by law or reasonably applicable.
- 25.6 In such a situation, BLR is not liable for the tenant's additional external costs, including travel, flight, car rental, hotel, or other costs, to the extent permitted by law.

Article 26. Termination by BLR

- 26.1 BLR reserves the right to terminate the accommodation agreement with immediate effect if the tenant seriously or repeatedly violates these General Terms and Conditions, house rules, legal regulations, or the interests and safety of other guests.
- 26.2 BLR may also take action in the event of serious disturbances, vandalism, aggressive behavior, unauthorized occupation, prohibited use of the accommodation, or other circumstances under which BLR cannot reasonably be expected to continue the accommodation agreement.
- 26.3 In such cases, to the extent permitted under applicable law, the right to a refund may be forfeited in whole or in part.

Article 27. Cleaning and Tourist Tax upon Departure

- 27.1 The agreed-upon cleaning fees are due regardless of whether the tenant uses the entire reserved stay period, unless otherwise agreed in writing or required by mandatory law.
- 27.2 The tourist tax is calculated and charged in accordance with applicable municipal regulations.
- 27.3 Upon departure, if applicable, a final statement will be prepared for any outstanding amounts, including additional services, tourist tax, damages, and/or extra cleaning fees.

Art. 28. Insurance

- 28.1 BLR strongly advises every renter to purchase appropriate travel, cancellation, and liability insurance for the duration of their stay, which provides coverage for, among other things, cancellation, illness, accident, loss or damage to personal property, and other unforeseen circumstances.

Art. 29. Information, Website, and Images

- 29.1 BLR strives to keep the information on its website, social media channels, brochures, accommodation descriptions, and other communications as up-to-date and accurate as possible.

- 29.2 Images and descriptions provide as accurate a picture as possible of accommodations and facilities, but minor changes due to maintenance, seasonal conditions, or improvements may occur.
- 29.3 Most of the images on the website consist of actual photographs taken by or on behalf of BLR. Some images may have been used with the permission of third parties or created using 3D renders or other visualization techniques.
- 29.4 BLR cannot be held liable for minor deviations or changes that do not substantially affect the nature or quality of the stay, to the extent permitted by law.

Article 30. External Websites and Recommendations

- 30.1 The BLR website and communications may include links, references, and recommendations to websites, restaurants, activities, excursions, and other external service providers.
- 30.2 BLR is not responsible for the content, availability, quality, performance, or terms and conditions of services offered by third parties.
- 30.3 Use of such external services is at the tenant's own risk.
- 30.4 Recommendations made by BLR do not constitute a guarantee or commitment regarding the third party in question.

Article 31. Guestbook, Reviews, and Personal Data

- 31.1 Information posted by guests in a guestbook or other public forum may be read by other visitors.
- 31.2 Guests are therefore asked not to post any confidential or personal information in such public forums.
- 31.3 Guests are free to share their personal experience with BLR and to post both positive and negative reviews.
- 31.4 Factual statements in a review must be truthful and may not contain any knowingly false, misleading, or otherwise unlawful content.
- 31.5 If a review contains demonstrable factual inaccuracies, BLR reserves the right to request a correction from the guest and/or to report this to the relevant publishing platform or to take other appropriate steps to the extent permitted by law.
- 31.6 BLR respects guests' right to publicly share a personal opinion or negative experience. The provisions of this article are not intended to restrict legitimate criticism.
- 31.7 Guestbook entries may only be published on BLR's website and/or social media platforms with the guest's separate consent.

- 31.8 When a guestbook entry is published, only the first name or first names will be listed. No other personal data will be published.
- 31.9 The content or gist of the entry will not be altered upon publication.
- 31.10 For information on the processing of personal data, please refer to BLR's privacy statement.

Article 32. Booking, Payment, and Administrative Services Provided by Luna Beheer

- 32.1 LB provides booking, administrative, and payment services on behalf of BLR, which may include, among other things:
- processing reservation requests;
 - sending booking confirmations;
 - administrative communication regarding a reservation;
 - sending payment requests;
 - receiving and processing payments on behalf of BLR.
- 32.2 The invoice for the stay, if an invoice is issued, is issued by BLR as the provider of the stay.
- 32.3 A payment to LB is received on behalf of BLR and does not constitute a separate agreement between the renter and LB.
- 32.4 LB is not responsible for the actual execution of the stay, the condition of the accommodation, amenities, or conditions on BLR's premises.
- 32.5 Complaints regarding the actual execution of the stay must therefore be directed to BLR.
- 32.6 If a problem arises directly and exclusively from LB's own error in the booking, administrative, or payment activities performed by LB, LB remains be responsible for its own actions to the extent provided by applicable law.

Art. 33. Refunds and Reimbursements

- 33.1 Any claim for a refund under the accommodation agreement will be assessed by BLR.
- 33.2 If BLR is obligated to provide a refund or voluntarily decides to do so, the actual refund may be made by BLR or by LB on behalf of BLR.
- 33.3 The fact that LB originally received a payment on behalf of BLR does not independently obligate LB to refund amounts for which BLR is not obligated to reimburse under the accommodation agreement.
- 33.4 A refund made by LB on behalf of BLR does not alter the identity of the contracting parties.

Article 34. Governing Law

- 34.1 The accommodation agreement between BLR and the tenant and these General Terms and Conditions are governed by Italian law.
- 34.2 To the extent that the tenant is a consumer, rights and protective provisions that cannot be contractually excluded under mandatory applicable national or European law remain fully in force.
- 34.3 No provision of these General Terms and Conditions is intended to exclude or limit rights that the tenant cannot waive under mandatory law.
- 34.4 If any provision of these General Terms and Conditions proves to be wholly or partially invalid, void, or unenforceable, the remaining provisions shall remain in full force and effect to the greatest extent possible.
- 34.5 An invalid or unenforceable provision shall, to the extent permitted by law, be interpreted in a manner that most closely approximates the purpose of the original provision without conflicting with mandatory law.

Article 35. Competent Court

- 35.1 Disputes arising from or related to the accommodation agreement shall, to the extent that a valid choice of forum is permitted by law, be submitted to the competent court in Italy.
- 35.2 To the extent that mandatory national or European regulations designate a different court as having jurisdiction and such designation cannot be validly waived in advance, those rules shall remain fully applicable.
- 35.3 The fact that LB, as a Dutch company, performs reservation administration or payment processing on behalf of BLR does not, in and of itself, alter the identity of the contracting party to the accommodation agreement.

Article 36. Communication and Terms and Conditions

- 36.1 Administrative communication regarding a reservation may be handled by LB on behalf of BLR.
- 36.2 The version of these General Terms and Conditions that the guest was able to review and accepted upon entering into the accommodation agreement applies to every reservation.
- 36.3 The applicable Terms and Conditions are available on BLR's website and may also be provided via a link or as a document in booking and payment communications.
- 36.4 The tenant is advised to keep a copy of the General Terms and Conditions applicable to the reservation.
- 36.5 BLR may amend the General Terms and Conditions for future reservations. A new version does not automatically apply to existing reservations.

Article 37. Acceptance of the Terms and Conditions

- 37.1 By making a reservation, the tenant declares, prior to entering into the accommodation agreement, that they have read and accept these General Terms and Conditions.
- 37.2 These General Terms and Conditions form part of the accommodation agreement between Borgo Luna Rossa and the tenant.
- 37.3 Luna Beheer acts exclusively in the capacity described in these General Terms and Conditions as a booking, administrative, and payment agent on behalf of BLR.
- 37.4 The version of these General Terms and Conditions published in Dutch is the original version used by BLR. Any translations are provided for informational purposes only.

Borgo Luna Rossa

Castellino Tanaro, Piedmont, Italy

Booking, administrative, and payment agent:

Luna Beheer – Netherlands