

CASTEL HÖRTENBERG



Reservation Terms and Conditions for the Guests of “Castel Hörtenberg”, PH HOTEL s.r.l.

LAST UPDATE: 7 AUG. 19

Do these terms apply to my Reservation?

These Reservation Conditions for the Guests ("Reservation Conditions") apply to Reservations made directly at Castel Hörtenberg or with an agent on behalf of Castel Hörtenberg.

These Reservation Conditions do not apply to Reservations made with a tour operator (and not directly at Castel Hörtenberg or with an agent on behalf of Castel Hörtenberg). In this case, Reservations are subject to the Reservation Conditions of the tour organizer.

If you made your Reservation via telephone, fax or email, without previously consulting these Reservation Conditions and, once you viewed them, you want to cancel your Reservation, please return all the documents to Castel Hörtenberg or to your travel agency within 7 days after receiving these Reservation Conditions. Your Reservation will be cancelled and the amount you paid will be fully reimbursed, provided that you did not start your stay. This provision is not valid if the Reservation was made within 14 days before the start of your stay.

When you make a Reservation directly with Castel Hörtenberg, you are entering into a contract with Castel Hörtenberg. The contract is settled only after you pay the amount due and after we issue a confirmation of your Reservation.

These Reservation conditions, decrees, international conventions, laws in force in the field of the responsibilities of hotels and hoteliers (“**Local regulations for hoteliers**”), the Reservation confirmation and any other information written by us and brought to your attention (or in case you made your Reservation through a travel agency [“**The Organizer of the stay**”]), any information which we asked the Organizer of the stay to bring to your attention) before confirming the Reservation with you or with the Organizer of the stay, and any other condition that we might agree upon, from time to time, are the basis of the contract for all the Reservations made with Castel Hörtenberg.

In case of discrepancies between these Reservation conditions, local regulations for hoteliers, or any condition of third parties and/or international conventions in force, these Conditions will prevail to the extent provided by the law.

Please read these Reservation conditions carefully before making your Reservation with us because (with the exception of any change that we might agree with you each time) such conditions define our and your rights and obligations. If some provisions of these Reservation condition are not clear, feel free to contact us so that we may clarify what it means. If you do not accept these Reservation conditions, you should not make your Reservation with us.

With the following, once the Reservation is made, the main Guest:

- a) declares he/she has the authority to bind to this contract all the people mentioned in the Reservation;
- b) confirms that data provided in each section of the Reservation are complete and accurate;
- c) confirms that he/she has read and understood the Reservation conditions and accepts (on behalf of himself/herself and on any other person mentioned in the Reservation) that he/she is bound to such conditions. Moreover, he/she confirms that they read the Privacy Notice Form, available at the address **Conditions** www.Castel-Hoertenberg.com/privacy-policy and confirms to provide the Privacy Notice Form to any person mentioned in the Reservation; and
- d) confirms to be aged 18 or beyond and, in case he/she requests a service with age-restrictions, he/she declares that all the people involved are of the appropriate age to use such services.

2. Booking a Hotel Package or hotel-only Reservation?

Our obligations towards our Guests change on the basis of the type of Reservation made.

a “**Hotel Package**” refers to a single Reservation made by a Guest within the European economic area, made up of a hotel Reservation and at least of “another tourist service”, which:

- (a) is not inherent in the hotel Reservation;

Castel Hörtenberg

PH HOTEL s.r.l. – G.M.B.H. Via Monte Tondo 4, 39100 Bolzano - Bozen (BZ) Italy
Tel.: +39 0471533600 • VAT no. – MwSt. Nr. 03021560218
info@castel-hoertenberg.com • www.castel-hortenberg.com

CASTEL HÖRTENBERG



- (b) is not bought once the stay has already started; and
- (i) it is equal to a significant amount of the value of the Hotel Package Reservation (at least 25% of the value of the Hotel Package); or
- (ii) it is an essential feature of the Hotel Package Reservation;

OR

"Hotel-only Reservation" refers to a Reservation made by (i) a Guest within the European economic area for one or more rooms, which does not include a Hotel Package; or (ii) a Guest from any area of the world, different from the European economic area, for one or more rooms, independently or together with other tourist services.

Within these Terms:

1. **Section A** defines the Reservation Conditions for **hotel-only** Reservations;
2. **Section B** defines the Reservation Conditions for **Hotel Package** Reservations; and
3. **Section C** defines the Reservation Conditions for **both** Reservations of hotel-only and Hotel Packages.

3. Explanation of terms used in these Reservation Conditions:

In these Reservation Conditions the following terms are used:

"Castel Hörtenberg", "Company", "us" or "our" refer to Castel Hörtenberg, address: Via Monte Tondo 4, 39100 Bolzano (BZ), e-mail: Reservations@Castel-Hoertenberg.com; tel. +39 0471533600

"Reservation/s" refers to a Reservation of the hotel only or to a Reservation of a Hotel Package;

"Reservation Conditions" refers to these Reservation Terms and Conditions for the Guest;

"Insolvency" is defined in Section B3;

"Guest/you/your" refer to the Guests making Reservations and to the people that stay here with the Guest;

"Hotel Only" is defined in the above Section 2;

"Hotel Package" is defined in the above Section 2;

"Main Guest" refers to the person who made the Reservation with us and he/she is the first named in the Reservation;

"Tours booked on site" is defined in the Section C9;

"Primary change" is defined in Section B1;

"Secondary change" is defined in Section B1;

"Website" refers to www.Castel-Hoertenberg.com or any other website belonging or managed by PH HOTEL srl;

"Extraordinary and inevitable circumstances" is defined in Section C5;

"VAT" refers to the value added tax or the equivalent tax.

SECTION A –HOTEL ONLY RESERVATION

The terms below refer to the hotel only Reservations, to which the provisions contained in **Section C** also apply.

A1. Changes/cancellations made by us

From time to time, your Reservation might be subject to changes or, in extraordinary cases, to cancellation. We reserve the right to do so at any moment. Most changes are secondary changes; however, occasionally, we are obliged to inform our Guests about a primary change in their Reservation.

Castel Hörtenberg

PH HOTEL s.r.l. – G.M.B.H. Via Monte Tondo 4, 39100 Bolzano - Bozen (BZ) Italy
Tel.: +39 0471533600 • VAT no. – MwSt. Nr. 03021560218
info@castel-hoertenberg.com • www.castel-hoertenberg.com

CASTEL HÖRTENBERG



If your Reservation is subject to a primary change and/or is cancelled, you will be informed as soon as it is reasonably possible. In these cases, you will be provided with a full refund, but we will not have any other responsibility towards you because of this cancellation or primary change.

A2. Changes/cancellations made by you

If the main Guest or any other mentioned in the Reservation wants to change any part of a confirmed Reservation, he/she might do so only by contacting the hotel and paying for the applicable cancellation/change fee. Cancellation fees (and, if appropriate, change fees) vary on the basis of the Reservation. We will define the cancellation fees related to your Reservation when you'll make your Reservation. We will inform you about any due charge to allow any change in your Reservation.

We cannot guarantee that the hotel accepts your request, but we will commit ourselves to take it into consideration.

Reservations cannot be assigned without our written consent. We will use the amounts you already paid to pay for any cancellation fee (and, if payments are higher than the amount due, we will reimburse you the difference). No refund will be provided in case of failure to show up or failure to use services.

A3. Our responsibilities and related limitations

Our responsibility (if any) is limited (in any case within the maximum extend allowed by law) to what is reported below:

- (a) The responsibility for bodily harm and/or death caused by a negligence of ours during your stay (i) in case the stay is not subject to an international agreement (as defined below), will not be subject to limitations; (ii) if the stay is subject to an international agreement, it will be limited considering Castel Hörtenberg (PH HOTEL srl) as an hotelier subject to relevant international agreements, among which there is the Agreement of Paris (with reference to hotel agreements). You may ask for a copy of these international conventions at our offices.
- (b) The responsibility for the loss or damage to luggage and goods (different from vehicles, items stored in the vehicles and living animals) during the stay will be limited (taking into account that valuable objects might be stored in the safe/safe-deposit box of the hotel) as follows:
 - (i) if your stay is subject to an international agreement (including, but not exclusively the Agreement of Paris with reference to hotel agreements), as if Castel Hörtenberg was an hotelier subject to the appropriate international agreements.
 - (ii) if your stay is not subject to an international agreement, as defined above, to an aggregate limit equal to €2.500 (or equivalent local amount) per person (or, if higher, to the applicable amount under the local hotelier regulations);
 - (iii) the responsibility for the loss or damage to vehicles or living animals shall be limited to €2.500.

Hotel rooms have a safe or a safe-deposit box available for the Guests (the hotel has the right to refuse to accept from Guests dangerous items or, with reference to the size or the standing of the hotel, items with an excessive value or dimension). Make sure to receive a receipt from the hotel for each item deposited in the main safe. Items will be returned only upon submission of the related receipt and we are not required to check the identity or the authorization of the person collecting the item.

To the extent that is allowed by law, we do not accept any responsibility for any damage to people, loss, expenditures or amounts of any kind:

- (a) that, on the basis of the information you gave us upon Reservation before we accepted the Reservation, we could not have expected (for example, if the Guest does not inform us about a food allergy or a medical condition, or if you incur in any business loss);
- (b) caused by Extraordinary or Inevitable Circumstances (as defined in Section C);
- (c) that take place when items are not stored in the main safe or in the hotel safe-box deposit (for which, appropriate receipt had been issued);
- (d) when, at the time of the loss or damage, no Reservation had been made for the Guest and/or if the loss or damage did not take place between the midnight immediately before and the midnight immediately after the stay of the Guest at our hotel;
- (e) that derive from circumstances that are not part of our agreement with you or that have not been advertised on our brochure or website, for example any tour that you booked (not with us) during your stay, any service provided by a doctor, a dentist or any other health operator called to help you during your stay and any service, product or

Castel Hörtenberg

PH HOTEL s.r.l. – G.M.B.H. Via Monte Tondo 4, 39100 Bolzano - Bozen (BZ) Italy
Tel.: +39 0471533600 • VAT no. – MwSt. Nr. 03021560218
info@castel-hoertenberg.com • www.castel-hoertenberg.com

CASTEL HÖRTENBERG



shipment that we did not provide.

In order for us to accept any responsibility under this provision, it is required that you communicate any claim in compliance with the claim procedure defined in Section C of these Conditions.

SECTION B – RESERVATION OF HOTEL PACKAGES

Terms used below, together with the terms referred to in Section C, refer to the Reservation of Hotel Packages.

B1. Reservation changes or cancellations made by us

From time to time, we might need to make some changes to your Hotel Package. We reserve the right to do so at any time. Most changes are secondary changes (as defined below); however, in exceptional circumstances, we might be obliged to inform our Guests about a primary change. For the aim of these Reservation Conditions, the lack of availability of an essential service that is part and parcel of the Hotel Package is a “**Primary Change**” before the arrival. Any change that is not a Primary Change is a “**Secondary change**”.

If we have to make a Primary Change to your Hotel Package, you will be informed as soon as it is reasonably possible. In these cases, you will have the following opportunities:

- (a) Accept the proposed change. If such acceptance leads to a Hotel Package with lower quality or lower cost, you will have the right to a price reduction, in compliance with the provisions referred to in Section B4.
- (b) Reject the proposed change and cancel the Reservation, obtaining a full refund.
- (c) Reject the proposed change, cancel the Reservation and accept an alternative proposal, in case we decide to offer this alternative. If you decide to accept an alternative Reservation, you will be informed about the impact on the price on the Hotel Package Reservation. If the alternative Reservation has lower quality or cost, you might have the right to a price reduction in compliance with the provisions referred to in Section 5.

You will have a reasonable amount of time to make your decision, usually equal to 7 days from the date when the change is notified. If we do not receipt any reply within this span of time, we will send you a reminder, and after that we reserve the right to cancel the Reservation and issue you a refund.

If you decide the reject the proposed change and to cancel the Reservation asking for a full refund, you might also have the right to compensation under Section B4.

In rare cases, your Reservation might be cancelled; therefore we reserve the right to do so. Should this happen, we will inform you as soon as possible. We will also propose you with an alternative Hotel Package Reservation, if we will be able to do so, and we will inform you about the impact on the price. If the alternative Reservation has lower quality or cost, you might have the right to a price reduction in compliance with the provisions referred to in Section B4. If we are unable to provide you with an alternative or if you prefer to do so, we will issue you a full refund of all the amounts you paid to reserve the Hotel Package.

Following the cancellation of your Reservation caused by us, you might have the right to compensation, except when the Hotel Package cannot be provided in case of extraordinary or inevitable circumstances and the cancellation is notified with no undue delay before the start of the service related to the Hotel Package.

The offer provided above is your only remedy towards us with reference to a Primary Change or cancellation we caused to your Hotel Package Reservation before the arrival.

B2. Changes/cancellations made by you

If you want to change your Reservation after the Reservation confirmation has been issued, please get in contact with us. We do not have a legal obligation to make such changes, but it will be at our discretion to assess the opportunity to accept your request. Please take into account that there are frequent cases when we can't do this because changes might depend on the availability as well as on terms and conditions with providers.

Castel Hörtenberg

PH HOTEL s.r.l. – G.M.B.H. Via Monte Tondo 4, 39100 Bolzano - Bozen (BZ) Italy
Tel.: +39 0471533600 • VAT no. – MwSt. Nr. 03021560218
info@castel-hoertenberg.com • www.castel-hortenberg.com

CASTEL HÖRTENBERG



If we accept to make a change, in some cases we reserve the right to add an administrative charge, per person, to make the required change. This might be a considerable charge. Moreover, these charges increase when the arrival dates gets closer. Change-related charges vary on the base of Reservation, and will be notified after your Reservation change request has been made.

You may assign a Reservation to another person that meets all the applicable Reservation conditions, upon the condition that you and the other person accept to be jointly and severally responsible about the full payment of the amount due and about any other charge, fee, or other cost deriving from this assignment. You will be informed about these charges upon receiving your assignment request.

You are required to inform us about your intention of using this opportunity. You will have to give us a reasonable notice about this change in order to allow us take the necessary measures. In general, 7 days before the arrival date is considered to be a reasonable notice.

You, and any person mentioned in the Reservation, may cancel the Reservation at any time, by sending us a written communication.

Cancellations are subject to a penalty clause (which will be communicated when Reservation is made) in order to cover our estimated costs. Some services may have a cancellation penalty of up to 100%, to be summed up with our cancellation penalty.

In addition to the abovementioned cancellation right, you have the right to cancel your Hotel Package before your arrival, without paying any penalty, in case extraordinary and inevitable circumstances take place in the area where the hotel is placed, or close by, and if we confirmed that such circumstances will have a significant impact on the Hotel Package. After the cancellation due to these circumstances, we will make a full refund of the payments made in relation to the Reservation. However, you will have no right to obtain compensation, nor the rights defined in the following Section.

B3. Our responsibilities in relation to the provision of a Hotel Package

Your agreement with us is a service provision agreement. We are obliged to take reasonable care in the provision of services, facilities and transfers that are part of your Reservation. If we entrust such services, facilities and transfers to third parties, we are obliged to take responsible care in setting agreements with such third parties.

You are requested to inform us immediately about any non-fulfillment or poor performances “**Insolvency**” of your Hotel Package. In this way, we will have the opportunity to solve such Insolvency during your stay. If we refuse to do so, or in case the Insolvency is not solved immediately, you may solve the Insolvency directly and ask for a refund of reasonable expenses. However, these rights are lost if the remedy to Insolvency is impossible or entails excessive costs. In this case, your only right is asking for a price reduction or compensation in compliance with the provisions below.

If a significant amount of the services included in the Hotel Package cannot be provided as agreed upon in the Reservation, we will offer, at no additional cost, adequate alternative solutions to continue the Hotel Package. Alternative solutions, when possible, will have an equivalent or higher quality to that mentioned in the Reservation. In case of lower quality, you will have the right to a price reduction, as described below. You may reject any proposed alternative solution only in case these cannot be compared to what is agreed upon in the original Reservation or in case price reduction is not adequate. In case you reject alternative solutions or if we are unable to suggest any alternative solution, you may have the right, where appropriate, to a price reduction and/or compensation in compliance with the provisions below.

If the Insolvency has a substantial impact on the provision of a Hotel Package, and if we do not find a remedy within a reasonable span of time, you may decide whether to continue your Hotel Package or to cancel the Reservation without paying any penalty. Where appropriate, you may have the right to a price reduction and/or compensation, in compliance with the provisions below.

Castel Hörtenberg

PH HOTEL s.r.l. – G.M.B.H. Via Monte Tondo 4, 39100 Bolzano - Bozen (BZ) Italy
Tel.: +39 0471533600 • VAT no. – MwSt. Nr. 03021560218
info@castel-hoertenberg.com • www.castel-hoertenberg.com

CASTEL HÖRTENBERG



B4. Price Reduction and damages

You have the right to an adequate price reduction for any period during which there is an Insolvency of a service included in the Reservation, unless when the Insolvency can be attributed to you.

You have the right to receive an appropriate compensation for any damage you may have because of an Insolvency of a travel service included in your Reservation, except when the Insolvency is:

- (a) attributed to you
- (b) attributed to a third party which is not connected to the provision of services included in the Reservation, and is unexpected or inevitable; or
- (c) due to extraordinary or inevitable Circumstances.

Our responsibility towards you in relation to the Reservation is limited to a maximum amount equal to three times the cost of the Reservation itself, with the exception of cases of death, injuries or disease where we or our suppliers caused such damage intentionally or with negligence. This maximum amount is collectable only when each aspect of the Reservation did not have a successful conclusion and you did not obtain any advantage from your Reservation. Any amount you received by the suppliers will be deducted from any amount paid by us as compensation.

If, following the damage, you are awarded compensation or a price reduction by a third part (e.g. private insurance), we might deduct the compensation or the price reduction that you obtained by third parties from the amount that we should pay to you.

Without prejudice to what is agreed upon, we do not accept any responsibility for any claim, loss, expenses, damage or responsibilities related to your Hotel Package with the exception of cases of death, injuries or disease that our suppliers or we caused with negligence.

We do not accept any responsibility for damage, loss, expenses or other amounts of any kind due to events that we could not expect, except when you provided related information upon Reservation and before our acceptance (for example, if you do not inform us about a food allergy or about a medical condition, or if you incur in any business loss).

We do not accept responsibilities for services or facilities that are not part of our contract with you or that have not been advertised in our brochure or website (www.castel-hoertenberg.com).

B5. Accurate assistance during your stay

We will provide you with accurate assistance without undue delay if you happen to be in trouble, in particular by offering you with appropriate information on health services, local authorities, consul assistance, as well as by helping you in making remote communications and finding alternative travel solutions. This type of assistance is not offered upon payment, but we reserve the right to charge any fee for this assistance if the difficulty was intentionally caused by you or by your negligence.

If you are in trouble and need our assistance, please contact the staff of the hotel where you are staying or one of the following reservation offices:

Reservation Office

Tel.: +39 0471533600

E-mail: Reservations@Castel-Hoertenberg.com

SECTION C – HOTEL ONLY OR HOTEL PACKAGE RESERVATIONS

These Terms apply to any Reservation.

C1. Accuracy

Reservations are subject to availability at the time they are made. We do our best to make sure that our posts are updated, but we cannot guarantee that every advertised service is still available at the time of Reservation. We will

Castel Hörtenberg

PH HOTEL s.r.l. – G.M.B.H. Via Monte Tondo 4, 39100 Bolzano - Bozen (BZ) Italy

Tel.: +39 0471533600 • VAT no. – MwSt. Nr. 03021560218

info@castel-hoertenberg.com • www.castel-hoertenberg.com

CASTEL HÖRTENBERG



inform you as soon as possible after your Reservation if, for any reason, the services you tried to book with us are not available.

We can change the price advertised for a service from time to time. We do our best to guarantee that the advertised price is the most updated, but prices may change with a short notice. We will confirm you the actual price upon Reservation.

We advertise a great number of accommodations and we commit ourselves to guarantee that the advertised price is always accurate, but sometimes errors may occur. We usually check prices upon Reservation. In case of errors, if the actual price is lower to that communicated upon Reservation, we will only charge the lower amount. If the price is higher, we will contact you to obtain instructions or reject your Reservation (at our discretion) and we will inform you so that you can decide what to do.

You are required to check the actual price and any other detail related to the services you want to book before confirming the Reservation.

C2. Prices and Payments

Once the Reservation has been chosen, you will have to submit a Reservation request and make a deposit and the full payment, respecting the amounts and deadlines that you confirmed upon Reservation. Reservation cost does not include any additional services that you might use at the hotel, unless such services have been confirmed upon Reservation.

We are not obliged to provide you a wrongly priced service, not even when our Reservation confirmation has been issued, in case the error is clearly evident. In these cases, we might contact you to have instructions or to cancel your Reservation, by providing you all the necessary information so that you can decide what to do.

If an advance payment is not required, payment is due upon checking-in and can be done with credit card, debit card, cash (subject to local regulations) or with a Castel Hörtenberg gift voucher. All reservations require a credit card pre-authorization to cover any additional cost during your stay.

C3. Disability, reduced mobility and medical conditions

All Castel Hörtenberg hotels meet local regulations in the field of mobility. If you or any other person staying in the hotel have a medical condition, reduced mobility or disability that may affect your stay, you are invited to provide us with full details before confirming the Reservation in order to allow us to give suggestions about the suitability of the selected solution. Acting in a reasonable way, if we are unable to properly satisfy the needs of the person concerned, we will not confirm the Reservation and, if you did not provide full details upon Reservation, we will cancel it and charge you with the applicable cancellation fees at the time we become aware of these details.

C4. Extraordinary and Inevitable Circumstances

In these Reservation Conditions, 'Extraordinary and Inevitable Conditions' refer to situations that cannot be controlled by the party that invokes such situation, whose consequences could not have been avoided, even when adopting all the required measures. Examples of such circumstances include wars, other important security problems like terrorism, severe risks for human health, like an epidemic in the travel destination, other natural disasters like floods, earthquakes, meteorological conditions that prevent safe travelling towards the destination mentioned in the Reservation and other events such as strikes or extremely high/low water levels.

Except from what has been expressly specified in these Reservation Conditions, we will not be responsible nor we will pay damages if such Extraordinary and Inevitable Circumstances affect our contractual obligations towards you.

C5. Dispute Settlement

If some aspects of your stay do not satisfy you, you are invited to inform us immediately to the following numbers:

Operations Team

Castel Hörtenberg

PH HOTEL s.r.l. – G.M.B.H. Via Monte Tondo 4, 39100 Bolzano - Bozen (BZ) Italy
Tel.: +39 0471533600 • VAT no. – MwSt. Nr. 03021560218
info@castel-hoertenberg.com • www.castel-hortenberg.com

CASTEL HÖRTENBERG



Castel Hörtenberg
Via Monte Tondo, 4
39100 Bolzano (Italy)
info@Castel-Hoertenberg.com

within 28 days from the end of your stay, indicating the reference of your Reservation and any other relevant information.

Please inform the Manager of the Hotel involved, who will do his/her best to solve your problem. If you experience a loss or damage to your luggage, please inform the relevant supplier and us within 72 hours. It is important that you inform both the supplier and us so that both of us can help you solve the problem without delay. Please note that the failure to report problems during your stay, as described above, prevents the supplier and us to inquire into and to resolve the claim during your stay. This might also affect your rights under this contract, leading to a reduction of compensation (even no compensation).

C6. Insurance

Taking out an insurance policy that is sufficient to cover your needs or the group's needs during the stay is important. An essential condition of the Reservation is that you have a suitable insurance coverage. Please make sure you have a valid travel insurance policy at the time of Reservation, covering the countries and the activities that you might do during your stay. Feel free to contact us if you did not take out such an insurance policy. Any responsibility that we might have towards you will not be increased following your decision to travel without an adequate insurance coverage.

C7. Behaviour

It is important that Guests behave with sense of responsibility, being full aware of others during the stay at our hotel, without disturbing other Guests. As a consequence, if we or one of your suppliers deem that your actions might have caused trouble or inconvenience, or might have caused a safety risk, a damage to the facility, to us or to other Guests, we might cancel your Reservation (or ask you to leave the hotel or stop taking part to the activity in question) without any responsibility towards you. In these circumstances, the provisions of Section A and B about changes and cancellations made by us are not valid.

The full amount of such damage or loss should be paid directly to us or to the supplier involved before your expulsion from the service in question. If your behaviour (or any items you took) cause loss or damage to any person or facility towards which we are responsible, you accept to compensate this damage or loss and any legal expenses that we might incur while settling a dispute against you. We cannot be held responsible for the actions or behaviours of other Guests or people that do not have any connection with your Reservation.

We have a rigid policy with reference to the use of our hotels to commit crimes (among which, as a way of example, drug-taking or prostitution). We reserve the right to expel/refuse to accept any person and to inform the relevant authorities if we have a reasonable suspect that our hotels are used to these ends.

C8. Tours booked on site

You may book a tour on site during your stay in the hotel, such as a tour of the area, an experience, a concert, an activity, a sport event or an adventure ("Tour booked on site"). These tours can be booked and paid on site. You will enter an agreement directly with the supplier of that tour and this agreement is not part of your Reservation. Services are provided by third parties with whom we have no relation or control on. We do not have any responsibility for the services provided by them, nor we accept any responsibility in case you experience loss or damage during a tour booked on site.

C9. General provisions

The different sections of these Reservation Conditions act separately from each other. If a court or any other relevant authority decides that any of these sections (or part of it) is illegal or not applicable, the remaining sections would keep full force and effect.

Castel Hörtenberg

PH HOTEL s.r.l. – G.M.B.H. Via Monte Tondo 4, 39100 Bolzano - Bozen (BZ) Italy
Tel.: +39 0471533600 • VAT no. – MwSt. Nr. 03021560218
info@castel-hoertenberg.com • www.castel-hortenberg.com

CASTEL HÖRTENBERG



These Reservation Conditions and the related Reservation confirmation are the entire agreement between us. You cannot rely on other declarations, promises or guarantees with reference to the Reservation.

These Reservation Conditions are entered into between you and us. No other person will have the right to assert related terms and conditions.

If we do not ask you immediately to perform any action that you are required to under these Reservation conditions, or if we delay our actions with reference to your breach of the agreement, this would not mean that you are not required to act and would not prevent us to take legal steps against you at a later moment. For example, if you do not make a payment and we do not request it immediately, we would still have the right at a later date to force you to make that payment.

We can assign our rights and obligations towards you to another organization, under these Reservation Conditions; we will do our best to inform you should this happen; anyway this would not affect your rights and obligations under these Reservation Conditions.

C10. Applicable law, jurisdiction and mediation

These Reservation Conditions and any dispute or appeal (including disputes or appeals not related to the contract) originating from or related to these conditions or to their subject are regulated and interpreted in compliance with Italian laws. Both you and us accept that the Court of Bolzano will have exclusive jurisdiction for the settlement of any dispute or appeal (including disputes or appeals not related to the contract) originating from or related to these conditions or to their subject.

Castel Hörtenberg

PH HOTEL s.r.l. – G.M.B.H. Via Monte Tondo 4, 39100 Bolzano - Bozen (BZ) Italy
Tel.: +39 0471533600 • VAT no. – MwSt. Nr. 03021560218
info@castel-hoertenberg.com • www.castel-hoertenberg.com