



L'ELISEA MAISON DE CHARME

San Marco di Castellabate (SA) – Cilento, Italy

General Terms and Conditions of Contract for Guest Stays

These General Terms and Conditions of Contract (the "Terms") govern the relationship between L'Elisea Maison de Charme (the "Property") and the Guest making a booking, regardless of the channel through which the booking is made. The booking, however finalized, entails full acceptance of these Terms.

1. Subject of the Contract

This contract has as its subject the provision, by the Property, of one or more rooms for the agreed period, against payment, on the economic and contractual terms indicated at the time of booking and in these Terms.

2. Booking and Confirmation Deposit

A booking is deemed confirmed exclusively upon receipt, by the Property, of the confirmation deposit referred to in this article, paid by credit card or bank transfer. The Property does not offer any means of confirming a booking by way of a simple partial payment (acconto).

For bookings made through direct contact with the Property (for example: telephone, e-mail, instant messaging or any other channel not intermediated by an online booking portal), a confirmation deposit equal to 30% (thirty percent) of the total stay amount is required in order to secure the room. The booking is deemed finalized and binding on both parties only once the Property has actually received such deposit.

The confirmation deposit is governed by Article 1385 of the Italian Civil Code and serves to guarantee the correct performance of the contract: if the default is attributable to the Guest, the Property is entitled to retain the deposit received; if the default is instead attributable to the Property, the Guest is entitled to claim twice the amount of the deposit paid, without prejudice to the right to instead seek performance of the contract or compensation for damages under ordinary rules.

The confirmation deposit, paid by credit card or bank transfer, must be received within the term communicated by the Property at the time of the booking request; should this term elapse without payment having been made, the Property reserves the right to treat the room as available again, without any need for further notice.

For bookings made through third-party portals or channels, the payment and guarantee terms of the relevant channel remain applicable, unless otherwise agreed in writing with the Property.

3. Balance of the Stay

The outstanding balance, equal to the difference between the total cost of the stay and the confirmation deposit already paid, must be settled upon arrival (check-in) at the Property, unless a different arrangement has been agreed in writing with the Guest.

Any additional services requested during the stay will be charged at the time they are used or at check-out.



4. Cancellation and Vouchers

The Property does not offer cancellation policies carrying a right to a refund. Pursuant to Article 59, paragraph 1, letter n) of the Italian Consumer Code (Legislative Decree 206/2005), the fourteen-day right of withdrawal provided for distance contracts or contracts negotiated away from business premises does not apply to accommodation services where the contract provides for a specific date or period of performance, as is the case with this stay contract.

In the event of cancellation, withdrawal, or failure to arrive (no-show) on the check-in date by the Guest, the confirmation deposit paid is therefore permanently retained by the Property, pursuant to Article 1385 of the Italian Civil Code.

If the Guest notifies the Property of their inability to stay with at least 14 days' notice, the Property reserves the right, as a commercial courtesy, to issue a voucher equal in value to the deposit retained, to be used for a new stay within 12 (twelve) months of the date of issue, subject to availability and any seasonal rate differences. The voucher is not convertible into cash, is not transferable to third parties unless otherwise agreed in writing, and automatically expires at the end of the indicated term, without giving rise to any obligation of refund or further compensation on the part of the Property.

The provisions of Article 2 concerning default attributable to the Property remain unaffected; in such cases, the Guest retains the right to claim twice the deposit paid, in accordance with ordinary rules.

5. Check-in and Check-out

Check-in is available from 3:00 p.m. and check-out must take place by 10:00 a.m., unless a different arrangement has been communicated in advance and confirmed by the Property, subject to availability. Guests are asked to communicate their expected arrival time in advance, in order to facilitate the organization of their welcome.

6. Documents and Guest Data Communication

In accordance with applicable public security regulations, each Guest is required to present a valid identity document upon arrival; the related data will be communicated to the competent authorities as required by law.

7. House Rules and Guest Conduct

- Smoking is prohibited inside the rooms and enclosed common areas of the Property.
- Guests are required to behave in a manner respectful of the peace and quiet of other guests, particularly during night-time hours.
- Any damage caused to the Property, its furnishings or fittings will be charged to the responsible Guest, based on the cost of repair or replacement.
- Access by unregistered third parties to the Property's premises is subject to prior authorization.

8. Pets

The admission of pets is subject to prior request and confirmation by the Property, which reserves the right to set specific conditions or to decline them depending on availability and room type.

9. Liability

The Property is not liable for theft, loss or damage to objects, valuables or property belonging to the Guest, except as otherwise provided by law regarding the liability of accommodation providers.



The Guest is liable for damage caused, whether by the Guest personally or by persons for whom the Guest is responsible, to the Property, its furnishings and its premises.

10. Force Majeure

In the event of force majeure, unforeseeable and beyond the Property's control, preventing the provision of the service, the Property will promptly notify the Guest and will work with the Guest to identify the most appropriate solution, including rescheduling the stay or refunding amounts paid for the period not enjoyed.

11. Processing of Personal Data

Personal data provided by the Guest at the time of booking and during the stay will be processed by the Property, acting as data controller, in accordance with Regulation (EU) 2016/679 and applicable national data protection legislation, exclusively for purposes connected with managing the booking, the stay, and related legal obligations.

12. Applicable Law and Jurisdiction

This contract is governed by Italian law. Any dispute concerning the interpretation, performance or termination of these Terms shall fall under the jurisdiction of the courts of the place where the Property is located, subject to any mandatory consumer-protection provisions of law that cannot be derogated from.

13. Acceptance of the Terms

By making a booking, however finalized, the Guest declares to have read, understood and fully accepted these General Terms and Conditions of Contract.

L'Elisea Maison de Charme
San Marco di Castellabate (SA)