



Ca' S. Sebastiano
Wine Resort & SPA

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

Ca' San Sebastiano Wine Resort & Spa

Via Ombra 10/12 – 15020 Camino Monferrato – Frazione Castel San Pietro (AL) - Italy
www.casansebastiano.it

GENERAL CONDITIONS

Arrival (check-in): apartments and rooms will be available from 1 to 7 pm unless otherwise agreed. You are kindly requested to inform us in advance about the estimated time of arrival at the property, especially if it falls outside the normal reception hours. It is always possible to deposit your luggage in advance.

Departure (Check-out): apartments and rooms must be vacated by 10.30 am on the day of departure unless otherwise agreed with the management.

Weekly rentals: from Saturday to Saturday, unless otherwise agreed.

Upon arrival, our guests will have to provide, for national legislation, an appropriate identity document, such as identity card or passport or driving license, for every person occupying the room/apartment.

Each room/apartment can be occupied by a maximum number of persons indicated for that specific unit.

The booking of spa treatments is binding and, unless canceled within 24 hours of the start time, they will still be charged. In case of delay on your part with respect to the scheduled appointment, the duration of the treatment will be modified according to the remaining time. Punctuality is therefore recommended and we suggest to arrive at the SPA at least 15 minutes before the scheduled time.

PAYMENT AND CANCELLATION CONDITIONS

The reservation is confirmed only upon reception of a copy of the bank receipt of the agreed deposit or upon credit card details (number and expiry date) on which we are authorized to do the payment transaction.

All bookings must be confirmed by e-mail accepting our Cancellation Policy.

TERMS OF PAYMENT AND CANCELLATIONS

- Short breaks (within 4 days of stay) or weekends:

We require the payment of a deposit equal to 30% of the total amount on confirmation of the booking

The balance of the booking must be paid at the time of check out. Any extra charges must be paid before departure.

Cancellation of a short stay

The bookings can be cancelled up to 48 hours before the arrival date of the reservation. In case of groups over 10 persons this limit goes to 15 days prior to arrival. The deposit will not be refunded but will be valid for a later booking (unless otherwise agreed).

If cancellation are made later than 48 hours before arrival, or in case of no show or early departure, the deposit will not be returned and will be considered as compensation.

The booking of spa treatments is binding and, unless canceled within 24 hours of the start time, they will still be charged.

Accommodation will be charged in case of late check out (after 11.00) unless previously agreed with the Management

- Weekly rentals or long stay (over 4 days stay):

We require the payment of a non-refundable deposit equal to 25% of the total amount on confirmation of the booking. The balance payment must be paid within 45 days prior to arrival, or credit card details should be provided with the authorization for us to charge in acceptance of our cancellation conditions. Drinks and any extras must be paid before departure.

Guarantee deposit (for weekly rentals or long stays)

We reserve to request upon arrival of the guests a security deposit (paid in cash) ranging from € 100.00 to € 200.00 depending on the apartment booked, which will be returned upon departure subject to checking for any damage suffered.

Cancellation of a weekly rental or long stay

The deposit will not be returned.

- If cancellation occurs between 45 days and 30 days before arrival: 50% of the total will be debited
- If cancellation occurs between 30 days and 15 days before arrival: 75% of the total will be debited
- If cancellation occurs after 14 days prior to arrival or in case of no show or early departure: 100% of the total will be debited

The booking of spa treatments is binding and, unless canceled within 24 hours of the start time, they will still be charged.

PAYMENT METHOD FOR THE DEPOSIT:

We accept the following payment methods:

Bank transfer to the bank that we will be indicated at time of booking

Credit card details (Visa or Master Card) authorizing us to debit the agreed amount

Payment to Paypal account that will be communicated to you

Payment to our Postepay card on the number that will be communicated to you

Cash

WE DO NOT ACCEPT BANK CHEQUES

PAYMENT METHOD AT CHECK-OUT:

We accept the following payment methods:

Cash

PagoBancomat

Credit Card (Visa - Master Card - American Express)

WE DO NOT ACCEPT BANK CHEQUES

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: info@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 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.

The shipping costs table is as follows:

COUNTRY	small aperibox	big aperibox	from 1 to 6 bottles	from 7 to 12	from 13 to 18	from 19 to 24	from 25 to 30	from 31 to 36	from 37 to 42	from 43 to 48
ITALY	10,00 €	13,00 €	13,00 €	17,00 €	30,00 €	34,00 €	47,00 €	52,00 €	65,00 €	68,00 €
SPAIN	22,00 €	30,00 €	30,00 €	37,00 €	96,00 €	100,00 €	109,00 €	124,00 €	147,00 €	151,00 €
FRANCE	22,00 €	30,00 €	30,00 €	37,00 €	96,00 €	100,00 €	109,00 €	124,00 €	147,00 €	151,00 €
BELGIUM	22,00 €	30,00 €	30,00 €	37,00 €	96,00 €	100,00 €	109,00 €	124,00 €	147,00 €	151,00 €
HOLLAND	22,00 €	30,00 €	30,00 €	37,00 €	96,00 €	100,00 €	109,00 €	124,00 €	147,00 €	151,00 €
GERMANY	22,00 €	30,00 €	30,00 €	37,00 €	96,00 €	100,00 €	109,00 €	124,00 €	147,00 €	151,00 €
DANMARK	22,00 €	30,00 €	30,00 €	37,00 €	96,00 €	100,00 €	109,00 €	124,00 €	147,00 €	151,00 €
FINLAND	22,00 €	30,00 €	30,00 €	37,00 €	96,00 €	100,00 €	109,00 €	124,00 €	147,00 €	151,00 €

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: info@casansebastiano.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

- **PURCHASE OF OVER-NIGHT STAY, SPA AND RESTAURANT PACKAGES:**

In accordance to our Policy, the purchase is binding. In case of subsequent cancellation of the booking that must have been previously confirmed by us (WITHIN 48 HOURS OF ARRIVAL), the amount paid cannot be returned but will be considered valid for a subsequent booking (subject to availability check). In case of cancellation beyond the last 48 hours before the arrival date, we will be authorized to retain the entire sum as a cancellation penalty (see General Conditions).

Any changes to the type of services purchased are possible, subject to the maintenance of the amount paid for the package purchased.

The booking of wellness treatments is also binding and follows the aforementioned rules.

- **PURCHASE OF WINE AND OTHER GOODS**

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.casansebastiano.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.