



## CLAUSES AND GENERAL INFORMATION

Unless otherwise stated in the contract between the Parties (as defined below), the following shall apply:

### INTRODUCTION

"Client" is the natural or the legal person that stipulate a hotel stay contract and/or a purchase agreement of a tourist package.

Where indicated, "n.c." referring to the age of the children means "non completed".

"Blu Hotels" is a company that manages the reservations, stipulates the contracts for the stays and runs the hotels where the clients are accommodated. "Blu Travel" is a tour operator that manages the reservations and stipulates purchase agreements of touristic packages. Here below, for reasons of brevity, "Blu Hotels" and "Blu Travel" are both defined "Blu".

### SMALL SIZE PETS

In the facilities conducted by Blu are allowed only small pets. Upon arrival at the hotel, the animal health documentation will be required. Full rules can be downloaded on the website [www.bluhotels.it](http://www.bluhotels.it). The reception and the stay of the animals are subject to the advance payment of a daily supplement.

### CHECK-IN AND CHECK OUT

In every Blu Hotels' structure, small size pets are accepted at a daily surcharge. Your pet's health documents will be required on arrival. Full regulation available on our website [www.bluhotels.it](http://www.bluhotels.it).

### ASSISTANCE

Clients can have all the necessary clarifications regarding their reservations by contacting the Blu Hotels Booking Office at the number + 39 (0)365 441100 – email [booking@bluhotels.it](mailto:booking@bluhotels.it). The hotel staff is always at clients' complete disposal for any need they may have during their stay. Moreover, for claims and assistance they can contact the Blu Hotels Customer Care Office by writing to [clienti@bluhotels.it](mailto:clienti@bluhotels.it).

### WELLNESS CENTRES

For any information about the services provided and the costs, please ask at the reception desk of each hotel.



## **WI-FI CONNECTION**

Free Wi-Fi connection is at guests' disposal. Please ask the reception for further information about the covered areas and the activation modalities. If the Wi-Fi connection is available in the common areas, the restaurant is always excluded from the coverage. In some areas the network coverage may be weak. Our broadband is therefore limited in order to allow everybody a better web surfing.

## **LOST & FOUND**

Lost properties forgotten by the clients will be kept for maximum 90 days by the Hotel Management. Unclaimed items will be disposed of after that period.

## **CONTRACT AND RESERVATION**

The reservation is accepted – and consequently the contract is stipulated – only when Blu Hotels sends the confirmation, also with electronic transmission. The acceptance of the reservation depends on the payment of a deposit paid by the client to Blu. The deposit is not interest-bearing. It is neither a security deposit, nor a confirmation, nor a penalty.

## **PAYMENTS**

The reservation has to be considered confirmed only when Blu has collected the 25% (in case of simple hotel stay) or the 30% (in case of touristic package) of the gross amount of the booked services, including the subscription quotes. The total amount of the reservation has to be paid within 20 days before the departure date. The total amount of all the reservations done within the 30 days before the departure date has to be paid at the moment of the reservation itself. For "special offers" the conditions may be different.

## **IDENTITY DOCUMENTS**

On arrival, on compulsory registration at the hotel, proper documents of any member of the entire family are required: valid identity card or passport. Minors on the parents' passport cannot travel with this document. They are required to show their proper identity card with photo (tax identification number or health service card will not be accepted). Without this documents it will not be possible to check-in (legal sanctions are foreseen otherwise). The hotel is supposed to claim the price difference in case the age is inconsistent with that indicated at the moment of reservation.

## **MINIBAR**

In some Blu Hotels' structures, minibar is filled upon request and the service is on payment.



## **TAXES**

Tourist Tax: At any time, the Italian Townships have the right to levy the tourist tax; therefore, where this tax comes on force, clients must pay it directly at the hotel at the moment of check-in, in compliance with the existing regulations. VAT: we would like to remind you that 10% VAT is included in our prices. In case this tax should vary, the total amount of the reservation could be higher. The difference must be paid directly at the hotel at the moment of check-in.

## **MINI CLUB**

Where available, miniclub is provided for children from 4 to 12 years old. It is intended as entertainment for children according to the animation programme.

## **PARKING**

If available, the parking places and the garage are subject to availability. For any information about the costs, please ask at the reception desk of each hotel.

## **PROTECTION AGAINST CANCELLATION CHARGES**

On the contracts concerning some promotional offers, Blu includes in the processing fees a protection that, in some specific cases, prevents the client from paying the cancellation penalties. The conditions of this protection are written here below. In case of stays shorter than 7 nights, this protection is optional and has to be requested by the client at the moment of the reservation. In this case he can stipulate autonomously an alternative global insurance policy covering all the negative consequences that can derive from a cancellation or variation of the reservation. In any case we remind that the processing fees and the charge paid for the optional protection are not refundable.

## **PRICE**

The prices are expressed in euro. The price reductions of the special offers cannot be combined. The reservations with promotional prices are subject to surcharge for the processing fees. The processing fees are fixed, non refundable and include the reservation charges.

## **CHILDREN REDUCTIONS AND FAMILY PLANS**

At any hotel the correct application of the discount confirmed at the time of booking will be checked and you will be required to show your identity card. In case of any inconsistency with the age of children or the discount be applied uncorrectly, the balance will be required directly at the hotel on arrival.

## **SPECIAL DEALS FOR COUPLES**

They are intended for the couples who book double rooms and will be applied without charging the last night/s' stay according to the deal chosen. Please note that for rooms accommodating infants or children in third/fourth bed these special deals do not apply. If the promotion also includes a free stay for a night, the last night won't be charged.

## **SPECIAL DEALS FOR SINGLE**

The children reductions are foreseen also when children stay in a double room with an adult only.

## **ACCOMMODATION**

In all Blu Hotels' structures accommodation is intended in en suite rooms. Unless otherwise stated, accommodation in a triple room is intended in a double room with one extra bed; accommodation in a fourbeds room is intended in a double room with two extra beds. You are strongly recommended to check the kind of room within the description of every single hotel.

## **ALTERNATIVE ACCOMODATION**

If the accommodation foreseen by the contract is not available, Blu can put at the client's disposal an alternative room of the same quality, in some cases with small and justified differences. Among the reasons that can cause a change there could be, for example, rooms become no more usable, modifications of flights times, extension of the stay of the guests previously accommodated in that room and overbooking.

## **SURCHARGES**

Payment of compulsory or optional surcharges and club cards will be required on arrival at the hotel at the moment of check-in.

## **ARRIVALS AND DEPARTURES**

If you book full board option, you will start your stay with dinner on the day of arrival and will terminate with lunch on the day of departure. Any lunch on the day of arrival will be considered as extra lunch and will be charged as an extra service. Half board option includes breakfast and dinner. If you arrive after 8.00 pm, please advise the hotel.

## **MODIFICATIONS OR TERMINATION OF THE CONTRACT**

1. If the Costumer cancels the holiday, the following cancellation charges are payable. This charge will be also applied if the Costumer interrupts the stay already started. The date that cancellation notification is received by Blu Hotels (must be in a working day, excluding Saturday) shall determine the costs payable by the Costumer:

- from the confirmation of the holiday to 30 days before departure 10% of the cost of the holiday is forfeited
- 30 - 15 days before departure 30% of the cost of the holiday is forfeited
- 15 - 3 days before departure 50% of the cost of the holiday is forfeited
- 3 days or less before departure 100% of the cost of the holiday is forfeited.

The registration fees and/or insurance policies are non-refundable.

2. Any cancellation of the holiday must be notified by the Customer in writing to Blu Hotels.

3. Referring to any legal action about the execution of the contract you have to lie with the Jurisdiction of Brescia Court.

## **PROTECTION IN CASE OF CANCELLATION**

Blu Hotels offers a protection that, in some specific cases, prevents the client from paying the cancellation penalties.

## **EFFECTIVE DATE AND DURATION OF THE PROTECTION**

The protection is valid from the purchase of the stay, after the payment of the deposit or of the balance, or not later than the beginning of the application of the cancellation penalties. The protection ends when the client registers at the desk of the transport company or, if the client use an individual means of transport, at the arrival to the hotel.

## **PROTECTED CASES**

The protection implicates the right of the client not to pay the penalties foreseen for the cancellation of the stay (airport taxes, processing fees and the charge paid for the optional protection are not refundable), in case the client cannot leave because of one of the following reasons:

1. Death, injury or serious disease (with a prognosis of more than 10 days), hospitalization:

- of the client himself, of the spouse, of his relatives, parents in law, brothers, sisters, brothers in law, sisters in law, children in law, legal tutor or someone usually living with the client;

- of the people that accompany the client during the trip; if the client decides to leave anyway the protection implies that he doesn't have to pay the supplementary charges on spot;

- of the professional substitute of the client or of the person whom the custody of his minors or disabled children has been given to.

The client and the spouse can benefit from the protection also in case of:

2. relevant material damages caused to their home or their professional places, rent or used for free, that are destroyed for more than the half and need their presence on spot for the necessary interventions;
3. job dismissal for economic reasons, if the procedure has not started before the purchase of the stay;
4. depression, psychic, mental or nervous disease that causes a hospitalisation of more than 4 consecutive days;
5. pregnancy that the client was not aware of at the moment of the purchase and that can be a contraindication to the travel, pathologic pregnancy, miscarriage, abortion, birth and its consequences, within the 8th month of pregnancy;
6. obtainment of a job or admission to a paid internship before the trip, when the client and the spouse were subscribed to the unemployment register, with the exception of an extension or renewal of a job or internship contract;
7. professional change that force them to move, if the procedure has not started before the purchase of the stay;
8. recovering of a university exam, if the client were not aware of the failure of the exam before the purchase of the stay;
9. convocation that the client was not aware of at the moment of the reservation, that cannot be postponed and that requires his presence for one of the following administrative reasons: - convocation for the adoption of a minor - convocation as a witness or juror of the Assize Court - convocation for an organ transplantation
10. serious damages to their vehicle, caused 48 hours before leaving, in case the vehicle cannot be used anymore to reach the stay place.

## **MEASURES TO ADOPT IN CASE OF CANCELLATION OR MODIFICATION OF THE STAY**

The complete description can be found in the paragraph "procedure for the activation of the protection". By the way, to reduce the damaging consequences, the Client has to inform immediately Blu Hotels about the impossibility to leave, except for causes of force majeure.

## **EXCLUSIONS FROM THE PROTECTION**

The following cases are all excluded from all the contractual guarantees:

- the facts caused or provoked intentionally by the client or the beneficiary of the contract, the consequences of the suicide or the suicide attempt of the Client

- uprisings, revolts, effects deriving from radioactive sources, epidemics, pollution, natural catastrophes, climatic events,
- terroristic attacks,
- an exposition or contamination due to nuclear, chemical or biological substances independently from the causes that contributed to its development
- the consumption of drugs, narcotic substances, medicines not prescribed by a medical authority and its consequences,
- the consequences of being in a state of drunkenness, marked by a blood alcohol level higher than the one fixed by the highway code. Also the accidents taking place in the following circumstances are excluded: - while the client is practicing a sport at a professional level, is practicing a sport or taking part in an amateur race requesting the use of a land, air or water vehicle,
- while the client is using, as a pilot or as a passenger, an ultralight aircraft, a hang-glider, a glider, a parachutes or paraglide,
- when the client takes part in a fight (except for cases of self defence), criminal acts, bets. The protection is also excluded in case the absence is due, entirely or partially to:
  - laws, regulations or decrees published or issued by the government or a public authority,
  - delay or modification of the booked itinerary because of the cancellation of a service or a public means of transport following the instructions or recommendations of a pilot, government or public authority, especially the recommendations or instructions of the Ministry of Transport, port authority or airline company.
  - a payment interruption, mistake or omission of a tour operator, of a transport company or a travel agent.
  - strike, lock out, blocks, government actions or threat regarding the above mentioned events,
  - strike or strike threat made public more than 24 hours before the stay. The protection is always excluded in the following cases as well:
    - previous injury or disease;
    - mental or nervous disease that causes a hospitalisation of more than 4 consecutive days;
    - voluntary interruption of pregnancy, its consequences and complications;
    - the cancellations deriving from periodical follow up visits;
    - the cancellations following a missed vaccination caused by forgetfulness;
    - the cancellations caused by the transport company or by the organiser, whatever the cause.



## **PROCEDURE FOR THE ACTIVATION OF THE PROTECTION**

The client will contact immediately, or within 5 days from the moment when the event has taken place and in any case not later than the moment of beginning of the stay, Blu Hotels at the the email address [annullamento@bluhotels.it](mailto:annullamento@bluhotels.it).

In this case the client will be contacted back within the 2 following working days. If there are no different arrangements between the client and Blu Hotels, the client will be given a "cancellation number". Blu Hotels will send the client an email containing the cancellation number in the subject, in which the reasons justifying the protection according to this regulation and all the useful documents are requested.