

**GENERAL TERMS AND CONDITIONS  
MAGNA PARS L'HOTEL A PERFUM**

**ART. 1 HOTEL RATE**

1.1 Hotel Rate includes the stay in the Suite, breakfast, mineral water in the room (2 bottles per day) and wi-fi.

1.2 Hotel Rate is per Suite, per night, in single, double, triple or family occupancy.

1.3 Hotel Rate is calculated on the basis of the number of nights requested by the Client. Should the terms change, the Rate may be subject to change.

1.4 Tourist Tax of € 5.00 per day per person is not included in the Hotel Rate.

**ART. 2 BOOKING**

2.1 The Client may make a Reservation in one of the following ways:

(i) online on the Magna Pars website; the confirmation of the Reservation will be sent to the Client by e-mail;

(ii) by sending, also by e-mail, a request to Magna Pars; the confirmation of the Reservation will be sent to the Client by e-mail;

(iii) adhere to the offer proposed by Magna Pars directly at the property;

(iv) using online booking platforms;

(v) via WhatsApp, Tour Operator and Travel Agency.

2.2 In the cases envisaged in points (i), (ii) and (iii), Magna Pars reserves the right to request, at the time of the offer or request, the payment of a Deposit equal to 30% of the amount of the entire Stay or pre-authorisation by credit card.

2.3 The offer made by Magna Pars remains valid for 48 hours, unless the Suite becomes unavailable.

**ART. 3 PAYMENT**

3.1 The Client may make payment to Magna Pars by bank transfer or credit card in the following ways:

(i) Stay,

-for bookings for a period of up to 15 days, the Client, prior to Check-In, must make a bank transfer of the amount due for all the days booked, minus the amount of any Deposit paid; or must provide Magna Pars with a valid credit card so that Magna Pars can pre-authorise the amount due for all the days booked and not yet paid.

-for bookings longer than 15 days (so-called "Long Stay"), the Client shall pay (by bank transfer or credit card charge) the amount due for the Stay every 15 days, in advance, with the first payment at Check-In, less the amount of any Deposit paid;

(ii) Tourist tax, and extra food and drinks,

-the total amount of the Sojourn Tax and any extra food and drinks shall be paid at Check-Out or, in the case of a Long Stay, every seven (7) days;

(iii) Services,

-for each service requested (limousine service, tickets for shows, theatre, SPA treatments, concerts, entrance to exhibitions and museums, etc..) the fee shall be paid upon confirmation of the service.

**ART. 4 PAYMENT BY CREDIT CARDS - AUTHORISATION OF CREDIT CARD CHARGES**

4.1 The Client, at the time of booking or, in the absence of booking, at the time of the beginning of the Stay, must provide Magna Pars with the details of a valid credit card on which to charge all the fees for the Stay and Services, Tourist Tax, Extra Consumption, etc.

4.2 Magna Pars will pre-authorise the credit card at the time of booking or, in the absence of a booking, at the time of the beginning of the Stay, for an amount equal to the entire Stay, plus € 100 per day for Extra Consumption.

4.3 The Client, by providing his credit card details, authorises Magna Pars to charge all the fees due as a result of the Stay, even after the invoicing of the amount due for the same, and accepts to charge the credit card also for the amount due after Check-Out, for damages to the structure and its furniture (Suite, common parts, works of art, furniture, etc.) or for restoration costs.

**ART. 5 CANCELLATION OF RESERVATION, NON-ARRIVAL, LATE ARRIVAL AND EARLY DEPARTURE.**

5.1 During periods of high density of events (salone del mobile, fashion week, art-week, etc.) the period within which the Client may cancel the reservation free of charge will be communicated by Magna Pars from time to time. During other periods, the Client may cancel the reservation free of charge up to 24 hours before the scheduled Check-In date.

5.2 For cancellations of bookings made after 24 hours or after the deadline indicated by Magna Pars (with reference to busy periods), the Client shall pay the full amount of the booked Stay, unless otherwise agreed with Magna Pars.

5.3 Changes or cancellations of the booking must be communicated by the Client in writing.

5.4 In the event of a no-show, late arrival or early departure, the Client shall pay 100% of the amount for the days not used.

**ART. 6 BUSINESS GROUP**

6.1 Business Group means bookings and stays made by the Client for more than 6 Suites at a time.

6.2 Reservations may only be made by e-mail by making a non-refundable payment of 30% of the Suites requested for the entire stay. Magna Pars reserves the right to request payments of higher amounts than 30% of the Suites requested for the entire stay, in the event of bookings made 6 months before the stay.

6.3 Within 30 days prior to Check-In the Client shall pay 50% of the Suites requested for the entire stay and within 7 days prior to Check-In the Client shall pay 20% of the Suites requested for the entire stay.

6.4 For cancellations of reservations:

(i) made after the 29th day before Check-In, the Client shall pay, as a penalty, 80% of the amount of the booked Stay;

(ii) made after the 6th day before Check-In, the Client shall pay, as a penalty, 100% of the amount due for the Stay booked.

**ART. 7 TIMETABLES**

7.1 The Client may take possession of the room from 2 p.m. on the first day of the Stay.

7.2 Rooms must be vacated by 12.00 noon on the morning of the day of departure. If the Client does not leave the room by the aforementioned time, Magna Pars has the right to charge the Client the price of the room at the Rate applied. Magna Pars offers a free luggage storage service at both Check-In and Check-Out.

7.3 Breakfast is served from 7.00 a.m. to 10.30 a.m.

7.4 The breakfast service in Suite costs of €12.00 and may be served at times other than those indicated in Art. 7.3.

**ART. 8 BEHAVIOUR INSIDE THE HOTEL**

8.1 The use of musical instruments, including electronic instruments, is forbidden in the hotel rooms.

8.2 Inside the Hotel, Clients are required to dress decently and with respect for the sensibilities and modesty of others; it is forbidden to circulate in swimming costumes in all public areas.

8.3 It is forbidden to bring and enter the Hotel with weapons, knives, sticks or instruments considered to be blunt,

**8.4** Clients and/or other occupants of the room must behave towards the Hotel staff in a polite, correct and respectful manner.

**8.5** It is compulsory to maintain a conduct that respects the atmosphere and decorum of the Hotel and, in any event, that does not disturb the tranquillity of other Clients or is not contrary to a sense of decency; this also applies to the production within the Hotel and publication on social networks, the Internet or physical media, of photo/audio/video content, which must also not harm the image of the Hotel. In any case, any behaviour inside the Hotel that is dangerous, even potentially dangerous, for the safety of the Client or other persons is prohibited. Clients and/or other occupants of the room must ensure that the potential consumption of alcohol inside the Hotel is moderate. States of drunkenness or psycho-physical alteration by drugs are not tolerated within the Hotel.

**8.6** The behaviour of both adults and children under 18 years old is considered contractually relevant and, therefore, any violation of the provisions herein and of the common rules of civil coexistence and good conduct of the Hotel will result, according to the judgement contractually entrusted to the management of Magna Pars, in the immediate termination of the contract due to the Client and/or the other occupants of the room and the removal of the same from the Hotel within 6 (six) hours from the notification of the facts. In such a case, Magna Pars is entitled to retain the sums already paid and to claim the residual sums, also by way of compensation for the damage(s), without prejudice to the right to claim compensation for any greater damages ascertained.

#### **ART. 9 CHILDREN UNDER 18 YEARS OLD**

**9.1** Children under the age of 18 may only stay at Magna Pars if accompanied by their parents, legal guardians or otherwise authorised persons (relatives, teachers, coaches, etc.). Magna Pars has the right to check the documentation proving the authorisation to accompany minors.

#### **ART. 10 GYM REGULATIONS**

**10.1** The Hotel has a gym with a steam bath, access to which is permitted at all times. The maximum capacity of the gym is 10 people at any one time.

**10.2** Access to and use of the gym is unsupervised. However, video surveillance cameras are in place for security reasons. Both inside the gym and in the steam room there is an emergency button.

**10.3** Children under the age of 16 may only access and use the gym if accompanied by a parent or an adult or a duly authorised instructor, on whom the burden of supervision and all related responsibilities rests.

**10.4** Access to the steam bath is only permitted to persons over the age of 18 in good health. Each user must be familiar with the special features (high temperature, air humidity, etc.) and the effects of the steam bath on the body.

**10.5** Only those in good health may enter the gym. Persons suffering from infections or contagious diseases or other ailments or injuries that pose a risk to the health, safety and hygiene of others may not access the gym.

**10.6** Access to the gym is permitted in normal gym clothing and trainers with clean soles. For hygienic reasons, the use of a towel to rest on the equipment is mandatory. After use, the equipment must be cleaned with the disinfectants provided. Alcohol and narcotic, doping or otherwise illegal substances may not be brought into the gym, and smoking, including with electronic cigarettes, is prohibited. The use of glasses or glass bottles is prohibited in the gym.

**10.7** The gym is equipped with equipment for unsupervised personal exercise.

Caution is advised when using the equipment even if you are aware of its operation and/or the risks involved in its use. The equipment is provided with an information board, users are urged to pay attention to the manufacturer's individual instructions on the individual pieces of equipment and are forbidden to use the equipment in any other way than as prescribed by the manufacturer.

**10.8** Attendance at the gym and use of the steam bath is at the user's own risk. Users are liable for any damage to persons, equipment and the facility caused by them, including through improper use of the equipment. Magna Pars, its administrators and employees, disclaim all responsibility, and therefore are not liable, for any injury or illness or adverse physical consequences or for accidents, theft, damage to persons or property occurring inside the gym or in the Turkish bath, as well as for any damaging event resulting from behaviour attributable to the negligence of others and/or in any case not respecting the rules established herein.

#### **ART. 11 LOST AND FOUND**

**11.1** Items found and left behind by the Client at Magna Pars will be kept at Magna Pars for a period of 90 days from the time they are found, pending the Client's claim of the same, with a written request from the person who actually stayed at Magna Pars.

#### **Art. 12 SMOKING BAN**

**12.1** Violators of the smoking ban in the common areas of Magna Pars and in the Suites will be reported to the public authorities in accordance with article 51 of Law no. 3 of 16 January 2003 for the application of the prescribed administrative sanctions. Furthermore, in any case of non-compliance with the smoking ban, even if a bad smell is detected in the Suites indicating non-compliance with the smoking ban, a surcharge of € 200.00 shall be applied to the Client as a contribution to the sanitation service of the common parts or of the Suite used by the Client, in addition to any compensation for damages to the furniture and furnishings in the Suite or the common parts.

#### **Art. 13 BREACH - EXPRESS TERMINATION CLAUSE**

**13.1** The contract shall be terminated, pursuant to and for the purposes of Article 1456 of the Italian Civil Code, in the event of the Client's refusal to pay the consideration due or, in any case, in the event of non-payment of the consideration in the manner and within the terms set forth in Article 3) above. If Magna Pars intends to make use of the express termination clause, it will notify the Client by e-mail.

**13.2** In the event of termination, Magna Pars will suspend all services related to the Stay, including the availability of the Suite by deactivating the keys in use by the Client and will remove from the Suite all Client's goods, luggage and personal belongings for placement in another storage room (free of charge for the first seven days, €20 per day from the eighth day onwards) and may refuse to return them until the payment of the fee, as also established by the Provincial Collection of Uses of Milan (Hotels).

**13.3** Magna Pars is also entitled to the right of privilege provided for by article 2760 of the Italian Civil Code on items brought by persons accommodated in the Hotel and its annexes and that continue to be located therein.

#### **ARTICLE 14 DEFAULT INTEREST**

**14.1** Magna Pars, in the event of late payment by the Client, with a tolerance of 7 days from each due date, will apply to the latter, the interest provided for by Legislative Decree no. 231 of 2002 and subsequent amendments, which shall be counted from each due date.

#### **ARTICLE 15 PROCESSING OF PERSONAL DATA (PRIVACY)**

**15.1** At the time of the offer Magna Pars will inform the Client about the processing of personal data in accordance with the provisions of EU Regulation 2016/679. At the time of booking, the Client must give consent to the processing of personal data.

#### **ARTICLE 16 APPLICABLE LAW AND JURISDICTION**

**16.1** This Contract is governed by Italian law.

**16.2** For all disputes arising from the interpretation, validity, execution and/or non-execution of the Contract, the Court of Milan shall have exclusive jurisdiction, to the exclusion of any other Court.

Magna Pars S.R.L.