



General terms and conditions

The paragraphs on these pages are considered an integral part of all agreements concluded with 'Blueveris'. By signing a holiday rental contract as property owner or as client for accommodation from 'Blueveris' you accept to be bound by these GTC's as a customer.

Article I. Definitions

- 1.1 In these General Terms and Conditions, the following terms shall have the meanings assigned to them hereinafter, unless expressly stated otherwise or the context indicates otherwise:
- a) Blueveris: Blueveris.com, an Italian-based Property Management and Hospitality Service provider which is registered in Italy with P.IVA 03953980137.
 - b) Owner: The legal owner of a property engaging Blueveris for property management services.
 - c) Guest: The person booking accommodation managed by Blueveris.
 - d) Property: The holiday home, apartment, villa, or real estate unit under management.
 - e) Services: All property management, marketing, guest communication, maintenance coordination, and hospitality services provided by Blueveris.
 - f) Platform: Third-party booking platforms such as Airbnb, Booking.com or similar.
 - g) Website: The website www.blueveris.com.

Article II. General

- 2.1 These General Terms and Conditions apply to all agreements between Blueveris and the Owner and/or bookings made by the Client via the Website.
- 2.2 Deviations from these General Terms and Conditions shall only apply if they have been expressly agreed in writing or by e-mail.
- 2.3 Should one or more provisions of these General Terms and Conditions be invalid or declared invalid, the remaining provisions of these General Terms and Conditions shall remain in full force and effect. The invalid or ineffective provisions will be replaced by BLUEVERIS, considering the meaning and purpose of the original provision(s) as far as possible.
- 2.4 BLUEVERIS has the right to amend these General Terms and Conditions.

Article III. Scope of Service

- 3.1 Blueveris provides property management and hospitality coordination services.
- 3.2 Blueveris acts as intermediary between Owner and Guests unless otherwise agreed.
- 3.3 Blueveris does not assume ownership or lease responsibility unless contractually specified.

Article IV. Bookings

- 4.1 Bookings are made via third-party Platforms or direct channels. The booking is completed after the customer has successfully completed the booking process via the website. After the customer has booked accommodation, BLUEVERIS will immediately send the customer a booking confirmation by e-mail on behalf of the service provider.
- 4.2 A binding contract exists between Guest and Owner.
- 4.3 The booking can only be completed after the customer has confirmed that he/she accepts these General Terms and Conditions by clicking on the button.
- 4.4 The customer is obliged to provide all information requested when completing the booking completely and truthfully.
- 4.5 Blueveris facilitates booking administration and guest communication.

Article V. Payments

- 5.1 Payments from Guests may be processed via Platforms or direct channels.
- 5.2 Appropriate safeguards have been put in place to ensure that the online payment, if any, is processed securely.
- 5.3 Commission and service fees are defined in the management agreement.
- 5.4 Blueveris may deduct agreed fees before transferring net income to the Owner.
- 5.5 The customer will be charged a booking fee by BLUEVERIS if applicable.

Article VI. Cancellation

- 6.1 Cancellation policies follow the rules set on the respective Platform or as contractually agreed.
- 6.2 Due to the legal exception, the customer cannot invoke a right of withdrawal. This means that the booking cannot be cancelled free of charge. In the event of non-participation in the rental, the price of the rental will only be refunded to the Client in accordance with the cancellation policy.
- 6.3 Refunds are processed according to the applicable booking policy.

Article VII. Activity

- 7.1 Access to the service provider's company and participation in the use of the holiday accommodation is entirely at the participant's own risk.
- 7.2 The participant is obliged to follow all rules and/or (safety) instructions of the service provider.
- 7.3 During the stay in the holiday accommodation, the participant is obliged to be in possession of a valid identity card.
- 7.4 The Client is responsible for ensuring that the Participant whom the Client has registered to use the Holiday Accommodation complies with the provisions of these General Terms and Conditions.
- 7.5 If a rental is cancelled by the service provider, e.g. due to renovation work, or is unavailable for other reasons, the price paid for the rental that did not take place will be refunded to the client, unless the rental did not take place due to the participant's actions and/or omissions. The client will be informed as soon as possible if a rental does not take place.
- 7.6 BLUEVERIS cannot in any case be held liable for any damage suffered by the client, including the loss of enjoyment of the trip and the holiday that cannot be spent in the manner desired by the client because a rental does not take place.

Article VIII. Owner obligations

- 8.1 The Owner guarantees legal compliance of the Property.
- 8.2 The Owner ensures insurance coverage for property and liability.
- 8.3 The Owner provides accurate property information.

Article IX. Guest conduct

- 9.1 Guests must comply with house rules and Italian law.
- 9.2 The Owner bears responsibility for damages caused by Guests, unless otherwise agreed.

Article X. Liability

- 10.1 Blueveris acts as service coordinator and intermediary.
- 10.2 Blueveris is not liable for acts or omissions of Guests, Owners, or third-party providers.
- 10.3 Liability is limited to the amount of service fees received by Blueveris.

Article XI. Intellectual property

- 11.1 All branding, website content, and marketing materials are property of Blueveris.
- 11.2 The texts, photographs, images, (data) files, brand names and domain names, trademarks and logos on the website are protected by intellectual property rights and are the property of BLUEVERIS, its licensor or service provider. The storage of the information of the Website (except for the information necessary to visit the Website), the reproduction, modification, publication, distribution, transfer, sale, any other type of transfer of this information or the granting of rights in relation to this information to third parties without the prior written consent of BLUEVERIS is strictly prohibited.
- 11.3 The Customer shall not take any action that infringes the intellectual property rights of BLUEVERIS, its licensor or the Service Provider.
- 11.4 Use without written consent is prohibited.

Article XII. Complaints

- 12.1 Complaints must be submitted in writing. The Customer is obliged to notify BLUEVERIS of a complaint about the services of BLUEVERIS as soon as possible. If the complaint relates to services and/or performances of a service provider, the Customer is obliged to inform the relevant service provider of the complaint so that the service provider can examine and remedy the complaint. If the complaint is not properly resolved by the service provider, the customer may inform BLUEVERIS of this complaint, stating the reasons. Complaints about the Service Provider will not be investigated by BLUEVERIS if the complaint has not first been reported to the Service Provider.
- 12.2 If BLUEVERIS investigates a complaint about a service provider, BLUEVERIS will only act as an intermediary. BLUEVERIS is not responsible for the acts and/or omissions of any Service Provider or the way the Service Provider handles the complaint.
- 12.3 BLUEVERIS will respond no later than 2 weeks after receipt of a complaint. If the complaint requires a longer processing time, an acknowledgement of receipt will be sent which contains an indication of when a response will be made to the substantive subject matter of the complaint.
- 12.4 Disputes between Guest and Owner remain their responsibility.

Article XIII. Customer service

- 13.1 The customer service of BLUEVERIS can be reached in the following ways:
- per e-Mail: contact@blueveris.com
 - per phone:
 - +41763322536 (Betty) or
 - +41793091202 (Markus)

Article XIV. Restriction and regulation

- 14.1 Blueveris does not guarantee uninterrupted website availability and technical errors do not create liability.
- 14.2 The information and services provided on the Website may contain technical errors and/or typographical errors. BLUEVERIS is not liable for such errors and/or mistakes.
- 14.3 The performance of the Website may be interrupted, for example, due to a malfunction or for maintenance work. BLUEVERIS is not liable for damages in case of temporary unavailability of the website.
- 14.4 BLUEVERIS can never guarantee that the information on the website is correct. BLUEVERIS makes every effort to ensure the consistency and accuracy of the information. However, external influences, e.g. hackers, are always possible and can lead to falsification of the information. BLUEVERIS is not liable for such falsified information.
- 14.5 BLUEVERIS is not liable for any discrepancies in photographic material or images of an activity, descriptions of activities and other descriptions given on the website provided by the service provider.
- 14.6 BLUEVERIS cannot be held liable for compensation for damages that are a direct or indirect consequence of:
- An event beyond the actual control of BLUEVERIS and therefore not attributable to acts and/or omissions of BLUEVERIS, such as described in Article 13 of these General Terms and Conditions;
 - acts or omissions of the customer or participant;
 - a (terrorist) attack.
- 14.7 BLUEVERIS is not liable for damages caused by BLUEVERIS acting based on false and/or incomplete information provided by the customer.
- 14.8 BLUEVERIS is not liable for damages incurred by the participant due to arrest by the police and/or other authorities during the activity due to the participant's failure to observe or alleged failure to observe legal regulations. All consequences thereof shall be borne by the Participant.
- 14.9 BLUEVERIS cannot be held liable for:
- Theft and loss of or damage to the participant's property during the activity;
 - illness;
 - (fatal) (traffic) accidents.
- 14.10 BLUEVERIS accepts no liability for psychological or physical damage or other types of damage incurred by the participant in connection with the activity. BLUEVERIS assumes that the participant has sufficient insurance cover, such as health and travel insurance, at the time he/she participates in the activity.
- 14.11 BLUEVERIS shall not be liable to the Client for any indirect or consequential loss or damage, including (but not limited to) loss of data, loss of enjoyment of the trip, loss of holiday, damage to reputation, loss of income, loss of savings and any fines.
- 14.12 If BLUEVERIS is liable for any loss, BLUEVERIS's liability shall be limited to the amount paid by BLUEVERIS's insurer. If the insurer does not pay in any case or if the damage is not covered by the insurance, the liability of BLUEVERIS is limited to the amount paid by the customer for the activity, i.e. to the part of the activity to which the liability applies.
- 14.13 The customer is obliged to assert any legal claims within 1 year. In case of non-compliance with this deadline by the customer, the legal claim will become time barred.



Article XV. Force Majeure

- 15.1 Blueveris is not liable for events beyond its control including natural disasters, government actions, pandemics, or third-party failures.
- 15.2 In the event of force majeure, BLUEVERIS is not obliged to fulfil any obligations towards the Client or to pay compensation. Force majeure includes, but is not limited to: a non-attributable default by commissioned third parties or the service provider, bankruptcy of the service provider, fire, theft, power interruptions, disruption of e-mail traffic, disruption of the Internet, virus attack or computer interventions by third parties, as well as all other situations that are beyond the decisive control of BLUEVERIS.

Article XVI. Data protection

- 16.1 BLUEVERIS processes personal data in accordance with its Privacy Policy, which is available on the Website.
- 16.2 Personal data is processed in accordance with EU GDPR and Italian data protection law.
- 16.3 If BLUEVERIS is required by law or court judgment to disclose confidential information to a legally designated third party and BLUEVERIS cannot invoke a privilege recognised or granted by law, BLUEVERIS shall not be liable for damages or compensation.

Article XVII. Applicable law and competent court

- 17.1 Italian law applies to the booking and Swiss law applies to the use of the website.
- 17.2 For all disputes in connection with contracts between the Customer and BLUEVERIS, the court in whose district BLUEVERIS has its registered office shall have jurisdiction. If BLUEVERIS invokes this provision, the Customer has the possibility to choose within one month the court which is competent according to the law.

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We look forward to your visit and wish you a pleasant stay in our properties managed by 'Blueveris'.

With kind regards,
Your 'Blueveris' Team