



## Rental Terms

### 1. Terms of the Agreement

- 1.1. Villa al Castello is rented from the owner to the guest for the specified contract duration exclusively for use for holiday purposes. The rental contract for Villa al Castello is concluded on the basis of the owner's offer if the down payment is made within the stipulated period. In the case of short-term bookings (less than 30 days before the start of the rental), the rental contract is concluded with the written or oral acceptance of the offer.
- 1.2. The agent of the owner may fully act on behalf of the owner.
- 1.3. All prices are stated in Euro.

### 2. Bookings and Payments

- 2.1. A booking is made when a potential guest contacts the owner of Villa al Castello, the owner and guest agree to rent Villa al Castello for the term for a price, and the guest pays a deposit. Confirmation of a booking will be provided to the guest once the deposit has been received by the owner.
- 2.2. The agreed rental price includes all flat-rate incidental costs (e.g. for electricity, gas, heating, water, final cleaning).
- 2.3. A down payment of 25% of the total price is agreed, which is due by the guest when the contract is concluded. The rest of the payment must be made by the guest no later than 30 days before the start of the rental.
- 2.4. Subject to the cancellation provisions of this agreement, once a booking is confirmed in writing by the owner the guest is liable for the balance of the rental.

### 3. Amendments and Cancellations

- 3.1. Any cancellation or amendment must be in writing.
- 3.2. The owner may refuse to amend a booking once it has been confirmed in writing and any amendment or transfer of deposit to another booking will be at the sole discretion of the owner.
- 3.3. The owner may cancel a booking by notice in writing if the guest fails to make any payment due under this Agreement when that payment is due.
- 3.4. The booking will not be cancelled by the owner except in exceptional circumstances. Notification will be given of the cancellation as soon as possible and the owner will promptly refund all payments made. The owner liability for cancellation will be limited to payments made.
- 3.5. If a guest cancels this Agreement more than 30 days prior to the commencement of the term the deposit shall be forfeited by. The balance of the rental will not be payable.
- 3.6. If the guest cancels this Agreement fewer than 30 days prior to the commencement of the term the rental will remain payable by the guest.
- 3.7. All refunds due to cancellation by the guest will be subject to 5% processing fee which is not refundable.
- 3.8. The owner strongly advise that the guest takes out comprehensive travel insurance to cover cancellations. If the guest chooses not to, then the guest accept responsibility for any loss that the guest may incur due to the cancellation.

### 4. Damage and Bond

- 4.1. Pets, vaping or smoking anywhere inside the premises will result in immediate termination of occupancy and forfeiture of all payments. This must be strictly adhered to and any damage or extra cleaning will be at the expense of the guest.
- 4.2. If the guest notice something is missing or damaged in the accommodation, the guest must inform the owner immediately so that the owner can take the appropriate action. If there has been any damage or breakages during the stay, the guest must report them promptly, especially before check-out.
- 4.3. The guest may not move any furniture from one room to another.
- 4.4. When leaving the property unoccupied the guest must lock the doors and close the windows and shutters as well as the terrace sunroof. The guest must store all pillows, towels and indoor furniture in Villa al Castello and switch off lights, open fire/candles and any electrical appliances.
- 4.5. The guest may not take any bath towels to the beach or outside Villa al Castello
- 4.6. All inventory must remain in the property and not be taken to another property.
- 4.7. If any keys issued are not returned at the end of the stay, the cost of replacement will be charged to the guest.
- 4.8. The owner provides free WiFi as a service. Internet use is permitted if it does not violate the statutory provisions. Criminal acts (in particular illegal downloads, page views) are reported and prosecuted. The guest is solely responsible for illegal use of the Internet. In the event of criminal prosecution, the owner must transmit the guests' personal data to the law enforcement authorities.
- 4.9. Please respect the community and try to keep noise levels to a minimum, especially between 10 pm and 8 am and during siesta time (1-3pm).
- 4.10. The guest is responsible to the owner for all breakage, damage and destruction to any property, direct and indirect costs, fines incurred, charges from third parties arising, and damage caused to Villa al Castello (including any contents) during the rental term. The guest agrees to indemnify the owner against any losses or damages suffered by the owner because of the guest's breach of its obligations and to immediately reimburse the owner for all such costs to cover the new replacement value.

- 4.11. In making a booking the guest accept responsibility for any theft, breakage or damage caused by the guest, pets or any member of the party and agree to indemnify the owner in full for any loss that the owner may incur as a result. A security deposit of € 1000 is required and will be returned within 7 days of the end of the holiday, less the cost of damage/breakages. The bond shall not limit any liability of the guest.
- 4.12. The accommodation will be inspected at the end of the holiday & the guest will be charged for any loss or damage, especially but not only if the guest has failed to comply to the terms of this agreement
- 4.13. The owner reserves the right to make a charge to cover additional cleaning costs if the guest leaves the property in an unacceptable condition.
- 4.14. The owner reserves the right to terminate a holiday without compensation where the unreasonable behavior of the persons named on the booking (or their guests) may impair the enjoyment, comfort or health of others.

#### **5. Occupation of Villa al Castello**

- 5.1. The guest is obliged to provide the owner with a valid identity card or passport upon arrival.
- 5.2. The guest must not permit more people to occupy Villa al Castello than the number stipulated by the owner in the booking confirmation. The owner reserves the right to terminate the booking without notice and without refund in case of a breach of this condition.
- 5.3. The guest may in no circumstance re-let or sublet the property, even free of charge.
- 5.4. The owner or an agent may enter the property and Villa al Castello at any time to inspect the property and Villa al Castello provided the owner gives the guest not less than 2 hours' notice. Such notice shall be provided by phone or in writing.
- 5.5. Villa al Castello will be available for occupation from 3.00 p.m. on the day of arrival and must be vacated by 10.00 a.m. on the day of departure. The arrival and departure times may be varied by agreement between the owner and the guest.
- 5.6. The guest must inform the owner 48 hours prior to arrival about the estimated arrival time so the owner may decide in respect of the keys for Villa al Castello.
- 5.7. The guest is obliged to fully vacate the property at the end of stay.
- 5.8. The owner accepts no responsibility for any loss, or damage, to any of the guest's personal belongings or valuables at Villa al Castello.

#### **6. Limitation of Liability**

- 6.1. The parties' liability in respect of this Agreement shall be limited to the value of the rental and other associated charges agreed at the time of booking. In no circumstances will the owner be liable for any consequential damages of any nature, however arising and regardless of whether the owner has been notified of the risk of them.
- 6.2. The use of the paths to Villa al Castello, the stairs and the furnishings etc. is at the guests own risk.

#### **7. Complaints**

- 7.1. Any problem or complaint which the guest may have concerning their holiday must be immediately reported directly to the owner or owner's representatives and the owner will endeavor to put matters right. Any complaints not reported to the owner at the time and only reported after the guest has returned from holiday will not be considered by the proprietor.
- 7.2. No compensation will be given for any temporary outage of electricity, gas, water, internet connection or television service.

#### **8. Data protection**

- 8.1. Information collected by the owner about the guest is used by the owner to determine the credit worthiness of the guest, to operate Villa al Castello as a business, and to carry out the owner's obligations under this agreement. The guest authorizes the owner to exchange such information with third parties, including (without limitation) its agents used to manage Villa al Castello, credit and debt collection agencies, accountants and lawyers. The guest understands that if the guest defaults on any payment under this Agreement, that default may be listed with a credit and/or debt collection agency. Any information provided to a credit and/or debt collection agency may be made available by that agency to other users of that agency's services.

#### **9. Arbitration and final provisions**

- 9.1. Should any dispute arise between the owner and the guest which cannot be resolved by discussion between the parties, the matter shall be referred to an arbitrator agreed between the parties.
- 9.2. Should individual provisions of this contract be ineffective or unenforceable or become ineffective or unenforceable after the conclusion of the contract, the remaining validity of the contract remains unaffected.
- 9.3. Neither party shall be liable to the other where such liability arises through a circumstance entirely outside the control of that party.
- 9.4. In case of doubt, the English version of the contract is binding