



## Rental terms

### 1. Terms of the Agreement

- 1.1. The accommodation 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 the accommodation is concluded based on the owner's offer as soon 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.
- 1.4. The property is equipped as per the most recent description at the beginning of the stay. In general, based on actual weather situation, the pool is available from beginning of April until end of September. This period may alter depending on weather. Usage of central heating is only allowed as per Lombardian Regulation between October 15<sup>th</sup> and April 15<sup>th</sup>.

### 2. Bookings and Payments

- 2.1. A booking is made when a potential guest accepts the offer to rent the accommodation and/or pays the down-payment. A booking confirmation will be issued as soon as the down-payment has been received by the owner.
- 2.2. The agreed rental price includes all flat-rate incidental costs (electricity, gas, heating, water) as well as final cleaning.
- 2.3. A down payment of 5% of the total price is due by the guest when the contract is concluded. 270 days before arrival 20% of the rental price must be paid. The rest of the payment must be made by the guest no later than 30 days before the start of the rental.
- 2.4. Once a booking is confirmed in writing by the owner the guest is liable for the balance of the rental fee subject to the cancellation terms of this agreement.

### 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 in writing if the guest fails to make any payment due under this agreement without refund of advance payments made.
- 3.4. The booking will only be cancelled by the owner except in exceptional circumstances. Notification of cancellation will be given as soon as possible, and the owner will promptly refund all payments made. The owner liability in such cases 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.

### 4. Damage and Bond

- 4.1. Pets, vaping or smoking anywhere in the property 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 notices damages or losses in the accommodation, the guest must inform the owner immediately so that the owner can take the appropriate action. If there has been any new damage or breakages during the stay, the guest must report them promptly, at the latest at check-out.
- 4.3. The guest may not move any furniture within the property.
- 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 the accommodation and switch off lights, open fire/candles, and any electrical appliances.
- 4.5. The guest may not take any towels or inventory outside the accommodation
- 4.6. If any keys issued are not returned at the end of the stay, the cost of replacement will be charged to the guest.
- 4.7. The owner provides free Wi-Fi as a complimentary 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 will transmit the guests' personal data to the law enforcement authorities.
- 4.8. Please respect the community. No noise especially between 10 pm and 8 am and during siesta time (1-3pm). Any excess of noise can have legal consequences for the tenant and the owner has the right to terminate the tenancy immediately, without obligation for any refund of the rental price. Loud parties in- and outside the building are not permitted.
- 4.9. The guest is responsible to the owner for all breakage, damage and destruction to the property, direct and indirect costs, fines incurred, charges from third parties arising, and damage caused occurring during the rental period.
- 4.10. 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 security deposit shall not limit any liability of the guest.
- 4.11. The accommodation will be inspected at the end of the holiday.
- 4.12. The owner reserves the right to make a charge to cover additional cleaning costs if the guest leaves the property in an unacceptable condition.
- 4.13. The owner reserves the right to terminate a stay without compensation where the unreasonable behavior of the guest may impair the enjoyment, comfort, or health of others.

### 5. Occupation of the accommodation

- 5.1. The guest is obliged to provide the owner with a valid identity card or passport upon arrival for all members of the party.
- 5.2. The guest must not permit more people to occupy the accommodation than the number stipulated in the booking confirmation. The owner reserves the right to terminate the stay 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 at any time to inspect the property, provided the owner gives the guest not less than 2 hours' notice by phone or in writing if there is no immediate danger.
- 5.5. The accommodation will be available for occupation from 4.00 p.m. on the day of arrival and must be completely vacated by 10.00 a.m. on the day of departure. Rubbish is to be disposed by the guest at 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 to prepare the handover of keys for the accommodation.
- 5.7. The owner accepts no responsibility for any loss, or damage, to any of the guest's personal belongings or valuables at the accommodation.

### 6. Limitation of Liability

- 6.1. The parties' liability in respect of this agreement shall be limited to the value of the total rental price. 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 the accommodation, 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 at check-in directly to the owner or owner's agent. The owner will endeavor to put matters right. Any complaints not reported to the owner at this time and only reported after the guest has returned from holiday will not be considered by the owner.
- 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. Personal identifiable data collected by the owner about the guest is used by the owner to determine the credit worthiness of the guest, to operate the accommodation as a business, and to conduct 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 the accommodation, 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.

### 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, 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