# Rental conditions for Casa al Sole, Travale

## 1. Rental agreement

1.1. The rental agreement between the landlord (Victor Bader, Travale/Italy) and the lessee starts when the booking office receives a booking, either in writing, by phone, through the Internet or in person.

1.2. Special requests are only part of the agreement if they have been acknowledged – unconditionally and in writing – by the booking office.

1.3. The rental agreement covers the rental property including its inventory. It has to be handled with care. The lessee is held responsible for damages caused by him or his cohabitants. Any such damages have to be reported to the landlord and be paid before departure.

## 2. Conditions of payment

2.1. The amount due is payable when the lessee receives the invoice and should arrive at the booking office 60 days before the expected arrival date, at the very latest. If the payment is late, the landlord may let the property to somebody else without prior notice. He also may exact a cancellation fee according to subparagraph 3.2. et seq.

2.2. Last-minute bookings (less than 60 days before expected arrival date) should be paid as soon as possible.

2.3. The fees for the bank tranfer are covered by the lessee.

#### 3. Cancellations

3.1. Bookings may be cancelled either in person or by registered mail.

3.2. In case of cancellation, a handling fee of  $\in$  100 per booking is charged in addition to the cancellation fee (according to subparagraph 3.3.). This handling fee is not covered by cancellation insurance.

3.3. Cancellation fees are charged as follows:

- 10% of the total amount if notice is given between the 120<sup>th</sup> and 60<sup>th</sup> day before the expected arrival date.
- 50% of the total amount if notice is given between the 60<sup>th</sup> and 30<sup>th</sup> day before the expected arrival date.
- 80% of the total amount if later notice is given.

The relevant notice date is the date on which a cancellation reaches the booking office. Instead of paying a cancellation fee, the lessee may produce a substitute lessee who takes over his booking.

3.4. Cancellation insurance is highly recommended.

## 4. Complaints

4.1. If a service is not up to the stipulations of the agreement or if the lessee comes to harm, it is his right and his obligation to immediately inform the landlord in order for him to take the appropriate action. If the shortcomings or damages cannot be remedied within reasonable time, compensation may be claimed.

4.2. If the lessee notices any shortcoming of the rental property, of its plumbing, its electrical installations or of the swimming pool during his stay, or if he has any other complaint, the landlord has to be informed immediately. The absence of any complaint implies that the property is in the condition stipulated by the contract.

4.3. In case the gas, water or power supply is cut off, the landlord will help out. However, he cannot be held responsible for such an interruption.

4.4. The apartment is handed over to the lessee in clean condition. If he has any complaint concerning the cleanliness, the landlord has to be informed immediately. (see subparagraph 4.2.) At the end of the stay, the rental property has to be left in orderly condition else the landlord is entitled to charge the lessee for the cost of the extra cleaning.

### 5. Disclaimer

5.1. The landlord cannot be held responsible if the agreement is not fulfilled due to:

- Neglects of the lessee's before or during his journey.
- Unpredictable or unavoidable neglects or interferences of third parties, that are not part of the services stipulated in this agreement.
- Force majeure or events that could not be anticipated or avoided.

5.2. The utilization of the swimming pool is at the lessee's own risk.

#### 6. Miscellaneous

6.1. Dogs may only be brought with the prior written approval of the booking office. They have to be kept in such a way as not to disturb other guests or to damage the apartment's inventory.

6.2. The apartments are handed over to the new arrivals on Saturdays from 4PM onwards. If there are any changes, the landlord has to be informed. On the departure day, the apartments should be left by 9 AM to allow them to be prepared for the succeeding guests.

6.3. The maximum number of persons allowed to be housed per apartment is the number stated in the booking. Tents and mobile homes are not allowed on the property.

6.4. The rental agreement is concluded under Italian law. The competent court is the one of Grosseto, Italy.

Casa al Sole, November 2010