

## General conditions for the lease of tourist accommodation


Updated on 25 February 2009

The following general conditions are integral part of the contract between the customer and "Agridea." di Rossana Biga – Via Cennano, 141 – 52025 Montevarchi (Arezzo), hereinafter named Agridea. Any agreement, concerning touristic stays in holiday accommodation is governed by the "International Convention of Brussels" (C.c.v.) and the Italian legislation. The price list, published on the website, is established according to the market conditions for the current season and constitutes an integral part of these general conditions.

### **1. Accommodation**

"Agridea" promotes and concludes touristic rentals of residential units on behalf of the owners or of those who have the legal availability (hereinafter named Owner). The rentals are very diversified structures, which are not always recognized and classified by the international world of tourism, but which reflect, in the architectural features and furnishings, the local traditions, the functional needs and tastes of the owner. The main characteristics of each accommodation are described in website pages, but even if very detailed may not be exhaustive. For example, an accommodation indicated on the ground floor may have inside internal different levels between a room and another one. For this reason, whenever there are specific requirements, please contact "Agridea", which is able to provide any information about it.

### **2. Rental prices**

All rental prices published on the website are expressed in Euro, divided according to the season by the dates indicated, and are per week (usually from Saturday to Saturday) for each unit. In fact in the web pages describing the features of each property there is the list of all the services included in the price, those excluded and those available with an extra cost (extra services). If the cost for heating was not included in the price, the charge for it will be counted according the payment methods, please be careful on the fact that in Italy the costs for heating are very high. Some houses/apartments have this symbol  : it means that they are available also for less than a week. For these, the price will be agreed by "Agridea" together with the house's owner, and it may include some extra costs, which are set out in the web pages describing each unit.

### **3. Conditions for reservation**

The residential units with the button "AVAILABILITY" next to the price list can be immediately booked. The customer can decide whether to proceed with the payment online (point a.) or by bank transfer (point b.). The residential units who have the button "REQUEST" next to the price list can be booked only through Agridea, which must verify the availability of them (Point c.)

**A. Booking on-line.** Click on the button "AVAILABILITY". Customer will enter the weekly calendar of locations, select the desired week and proceed with the immediate reservation clicking on "Book". Payment is by credit card (only Visa and Mastercard).

**B. Request with planning online.** Click on the button "AVAILABILITY". Customers will enter the weekly calendar of locations, select the desired week and proceed clicking on "Request". Agridea takes note of the request of the option and sends to the customer all the details to confirm the reservation and the bank transfer instructions.

**C. Request without planning on line.** The residential units, which have the button "REQUEST" next to the price list, do not have a planning online and can be booked only through Agridea, which must verify the availability of them. After checking the availability, Agridea will send a proposal to the customer with price and terms of payment.

In any case, the approval of the reservation is definitive only after the confirmation of Agridea and within 2 working days.

Agridea has the right to accept or not the reservation, even in case the client had already made the payment through the online system. In case of non-acceptance of the reservation, Agridea will cancel any transaction made by credit card.

The reservation is nominative, unless the customer wants to transfer the same reservation to others, but always with the previous authorization of "Agridea."

#### **4. Payment terms**

As soon as Agridea receives the reservation, the customer will pay 30% of the total price of the location, as a deposit. The balance must be regulate at least 45 days before the date of arrival. If the reservation is made within 45 days before the arrival date, the customer will pay the full amount. Payments shall be made in the way indicated by "Agridea" in the option / reservation form, which will be sent to the customer by Agridea.

If the customer does not pay within the timeframe specified, Agridea can decide to conclude the contract for non-fulfillment and the amounts already transferred will be kept by Agridea as a compensation of the damages suffered.

#### **5. Reservation voucher**

The voucher will be sent to the customer by "Agridea" after the regulation of the balance. The customer will find on it the road indications to reach the location rented, the place of keys delivery and the phone useful numbers. The voucher is valid only for the name and the number of people indicated on it, the possible transfer of it to third parties, or the change in the number of people, must be authorized by "Agridea" first.

#### **6. Cancellations and changes of reservations made by the customer**

The customer can cancel the reservation and the cancellation must be immediately communicated to "Agridea" by phone T. +39 (0)55 98.51.319 or e mail [info@agridea.info](mailto:info@agridea.info) and confirmed by fax to +39 (0) 55 910.79.44. In this case, the customer has the right to be reimbursed on the base of the following penalties:

- |  |      |
|--|------|
| • From the reservation up to 61 days before the arrival date | 20%  |
| • From 60 to 46 days to the arrival date                     | 30%  |
| • From 45 to 31 days to the arrival date                     | 50%  |
| • From 30 to 0 days to the arrival date                      | 100% |

Regarding penalties, Agridea considers the entire stay as unique period, not divisible in single weeks. In case of last minute reservations, the cancellation determines the loss of the entire price paid. For all the changes on already confirmed bookings, not linked to the accommodation and / or to the location time, the customer will pay to "Agridea" the sum of Euro 35,00 as preliminary fees.

If, for any changes on bookings already confirmed but not about the accommodation and/or the location time, requested by the customer to "Agridea" before the beginning of the period booked, "Agridea" should proceed with the cancellation of the reservation, the above-mentioned penalties will be applied to the customer. "Agridea" will try to do its best to minimize the damage to the customer, and if it is able to rent the accommodation, subject of annulment, the customer will pay no penalties, but only a sum equal to 10% of the total price, with a minimum of Euro 100,00, as preliminary fees.

The customer is recommended, however, to conclude at the time of the booking, a special insurance contract in their country of residence, in order to prevent the negative consequences of cancellation. Under the Article no.55, first paragraph of the "Codice di Consumo" lett.b (D. Lgs. No. 206/2005), which explains the services whose "Agridea" is intermediary, the right of right of withdrawal is not applied when, at the moment of the closing of the contract, the professional agrees to provide for these services on a specific date or within a fixed time.

#### **7. Sudden unavailability of the accommodation**

In case of circumstances beyond people's control, if an accommodation previously booked was no longer available, "Agridea" will make every effort to provide another accommodation with similar or higher characteristics keeping the same prices. If this it is not possible, "Agridea" will cancel the

reservation, refunding the customer with the amount paid: the customer will not make further requests for compensation.

The acceptance of new housing by the customer means that he loses the right to any refunds or requests of any kind.

## **8. Arrivals and departures**

The time of arrival and departure, related to the accommodation booked, are showed in their descriptions published online. If the day of arrival the customer is late, he will call the numbers indicated on the voucher on time, because the owner is not obliged to wait beyond that time. In case of failure of this notification or of no-acceptance due to the delay, the customer will agree directly with the owner a new time of reception, which will be fixed for the following day, and no reimbursement of any kind will be recognized.

On his arrival, the customer must present to the owner or person in charge, the reservation voucher and an identity document of all the people involved, to allow a proper registration with the local authorities. At the time of delivery of the keys, the customers must give a security deposit (see next paragraph).

The customer will leave the accommodation at the indicated time: this is to enable the owner to reorder for the arrival of new customers. In case the customer leaves the apartment after the indicated time, and the owner can not verify the conditions, the latter is allowed to return to the security deposit by mail, minus the eventual damages, after an accurate control of the accommodation.

## **9. Security deposit**

The customer has to pay cash, at the moment of the delivery of the keys, the security deposit: this amount is shown in the online descriptive pages on the website. This amount will be returned to the customer before his departure: in case of any damages the owner will deduct from this amount a sum repairing the damage. The customer is anyway responsible towards the owner for any damages caused to the accommodation, despite the sum paid as security deposit. The owner will not accept the customer if the latter refuses to pay cash the security deposit.

"Agridea" does disclaim any liability and responsibility in case of disputes between the customer and owner about the security deposit.

## **10. Cleaning**

The accommodation is delivered to the customer clean and tidy. Unless otherwise indicated in the accommodation description, the customer has the duty of daily cleanings: he is responsible also for its integrity.

Customers must provide to leave the accommodation in order before their departure. Any damages to the accommodation and its accessories by the customer will be compensated totally by the customer.

## **11. Rules and Code of conduct**

The customer is required to be respectful towards the place, people and traditions, and to behave in order to not disturb or trouble the neighbors. If the customer during the stay does not respect the most elementary rules of good conduct, the owner has the right to ask him to leave immediately the accommodation. In that case the customer will loose the full amount paid for his as damage compensation.

## **12. Complaints**

All the accommodation is visited and monitored personally by the staff of "Agridea" and therefore all the descriptions contained in the online description pages are faithfully written.

If changes were made and "Agridea" was not informed, the latter denies any responsibility but will make everything possible to resolve this problem by contacting the owner after the communication of the customer.

Every complaint regarding the contract must be sent by the customer without delay (max 48 hours after the fact), so that Agridea, on behalf of the owner or the manager himself, can immediately resolve

the problem. Every complaint, sent later than 48 hours, may not be taken into consideration; in this case the customer will not have the right to any reimbursement.

All possible failures must be reported immediately by the customer to the owner, who will take care to fix and repair everything as soon as possible; the failures caused by the customer will be charged to him.

### **13. Responsibilities of "Agridea"**

"Agridea" is responsible for the requirements arising from its status as an intermediary within the limits, set under current rules, and in the case the customer provides proof of a negligent behavior regarding the choice of services' providers. Compensation for damages suffered by the customer in connection with any non-fulfillments is governed by the rules contained in the International Convention of Brussels (Ccv).

"Agridea" is not to be held as responsible in the following cases:

- a) negligence or omission of services attributable to third parties;
- b) in case of circumstances beyond one's control or in the case of an event that "Agridea" is unable to predict despite its work.

### **14. Additional Terms**

The reservation and the lodging into the accommodation do mean that the customer accepts and approves this contract in all its parts. The customer who will order the bank transfer to pay the rental and to whom the voucher is addressed, will be held as responsible of the rental lease.

### **15. Jurisdiction**

Any dispute regarding the validity, execution, interpretation of this contract can be called prior to an attempt at conciliation in the manner and within the timeframe set by existing Regulation at the "Sportello di Conciliazione della Camera di Commercio, Industria, Artigianato e Agricoltura" of Arezzo. If the attempt fails, the jurisdiction forum responsible is on Arezzo.

### **16. Privacy - D.L.vo 196/03**

Agridea states that it does use - even through external collaborators - customer's data solely for the contractual and pre-contractual purposes and for administrative accounting and instrumental acts towards its work, even when communicated to third parties, to meet contractual obligations. Moreover Agridea asks for the consent of the customer - by writing and / or multimedia systems - to send tourist promotions, newsletters and questionnaires about customer satisfaction. The customer who gives his consent, can withdraw at any time by e-mail at [info@agridea.info](mailto:info@agridea.info) or by fax +39 (0) 55 910.79.44.

Responsible for data processing is Rossana Biga.

Detailed information, even regarding the right of access and other rights, are listed on the web site [www.agridea.info](http://www.agridea.info) .

### **17. Technical Data**

AGRIDEA OF ROSSANA BIGA

Tourist agency authorized by the province of Arezzo - D.I.A. dated 06/05/2003

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In compliance with the laws in force and in order to protect their customers, Agridea has signed the insurance policy No 1442/65/36902266 with Unipol Assicurazioni Spa.