

# Trullo della Luna – San Michele Salentino - Terms and conditions

These terms and conditions (*terms*) govern the relationship between any individual (*client*) who came to an agreement with the specification of a lease period and fee (*terms*) with Mr Paolo Devescovi (*owner*) as the property manager of an apartment (*object of the lease*) denominated 'Trullo della Luna', located in San Michele Salentino, contrada Sardella, Apulia, Italy (*property*). The *client* is informed that Mr Paolo Devescovi operates as legal owner and on the behalf of another legal owner of the *property*: Giulia Landriscina. These *terms* are equally valid in the following cases:

A. The *client* used or accessed a website where travellers can view listings of, and obtain information about, properties offered for rent by others (*third parts website*) and so came to a *rental agreement* with the *owner* by the means of it.

These *rental agreement* are particularly necessary in the case the confirmation of a booking is given through a *third parts website*, as it acts only as a venue for users to interact with each other. A *third parts website* is not, and does not become, a party to any contractual relationship between the *client* and the *owner* and does not mediate between the *client* and the *owner* in the event of any dispute arising between them.

B. The *client* came to a *rental agreement* without the means of a *third parts website*. The *owner* can accept bookings also by the means of his private website [http://www.archirent.it/Trullo\\_della\\_Luna](http://www.archirent.it/Trullo_della_Luna) (*private website*) following a specific procedure.

Now, therefore and given this preamble forms an integral part of this deed, the following points are drafted and agreed:

## 1. Contract (Contratto di locazione transitoria per finalità turistiche - ex art. 1571 e seg. C.C. Repubblica Italiana).

These *terms*, together with the *rental agreement*, represent the entire agreement between the *owner* and the *client* (*this contract*) and replace all prior understandings (oral or written) covering the subject matter and can be changed only in writing by both parties. For the purposes of *this contract*, amendments consensually approved and attested by email will be deemed to be valid and enforceable. *This contract* is a "temporary tourist lease" and in no way it can be assimilated as another type of contract as provided by Italian laws. The *client* claims to be interested in this *rental agreement* specifically for tourism purposes. For particular enforcements, the parts can require signatures on their printed version of *this contract*.

Object of *this contract* is the sole lease of the *property*, which is given for the exclusive use of the *client*. It includes the garden, the swimming pool and the driveway. The *property* is supplied furnished, clean and with the common household equipment and technical services.

## 2. Booking procedure

The *owner* will occasionally update these *terms* and he will post those updates on his web pages without notice. The *client* is responsible for revisiting these pages to review the *owner's terms* updates before proceeding with his booking.

Bookings can be accepted through in two different ways:

2.1 The *client*, when he performs the booking procedure through a *third parts website*, reads and agrees to comply with the *rental agreement* and these *terms* which are shown in the online booking request form of the *third parts website*. Consequently, when the *owner* accepts the *client's* booking request, *this contract* is immediately effective in the case a deposit is not required or as of the date of the deposit payment if it is required.

The *owner* invites the *client* to make a copy of these *terms* by printing and/or saving a downloaded copy on his personal computer by the *third parts website* / *private website*. In the event of any dispute, is up to the *client* to exhibit the documents consensually approved at the moment of the booking.

2.2 When a booking is finalized outside the booking procedure of a *third parts website* a different procedure is necessary to state the *rental agreement*. Without otherwise agreed, to confirm the booking, the *client* is requested to fill in an online booking request form and to approve these *terms* in the *private website*. Once the *owner* has confirmed the required availability and accepted the *client's* request (the *owner* shall send an email where the entire *contract* is reassumed), the *client* agrees to be bound by *this contract* replying positively to the same email. The *contract* shall be immediately effective in the case a deposit is not required or as of the date of the deposit payment if it is required.

## 3. Payments

Without otherwise agreed, the *client* shall pay a deposit of the amount at the booking as stated in *this contract* and he balance at the check in. The *owner* reserves the right to require the balance in cash on arrival. The *owner* will send a confirmation note by email after any payment and, prior to check in date, additional information required to occupy the *property*. In any case, the entire contractual price must result paid at the date of rental. If any payment is not made within the times set forth herein, the *owner* may treat *this contract* as cancelled, and the usual refund terms shall apply (see below). The rental amount (always defined in Euro) will not be adjusted to reflect changes in exchange rates.

## 4. Arrival and departure.

Unless otherwise agreed (e.g.: posting of the keys), the *owner* ensures acceptance at the property between 16:00 and 18:00 on the day of arrival (*check in time*).

Whenever a welcome meeting is planned or necessary on arrival, the *owner* and the *client* shall necessarily agree in advance (at least three days) an estimated arrival time. The *client* can modify *check in time* only after *owner's* approval. Lacking this agreement, *check in time* must be respected. This service implies no extra charges. Anyway the *client* agrees to reimburse any consequential expense to give him acceptance and to pay any hour of assistance/wait (25.00 Euro/hour) exceeding the first two hours or, lacking any agreement, the hours exceeding *check in time*. Last minute changes (within three days) may imply reimbursement of unexpected expenses.

The *client* agrees and acknowledges that such service extinguishes any liability the *owner* has to the *client* for giving him acceptance to the *property*. No-shows on the arrival day (including lacking of any contact after two hours of delay) may result in cancellation of *this contract* without refund of any amount paid. In such event, the *owner* shall not be responsible for any consequential or incidental damage, including additional travel expense, alternative lodging, or other expense of any kind.

Unless otherwise agreed, the *client* shall vacate the *property* by 10:00 on the day of departure leaving the keys to a representative of the *property*. The *client* agrees to reimburse any consequential expense and to pay any hour of additional assistance (25.00 Euro/hour) in the case of a delayed, not authorised, departure. No refund is acceptable if the handing over of the keys is the cause of inconvenient for the *client* (loss or damages of any kind whatsoever howsoever arising as a result of the fact) if there is no evidence of negligence on the part of the *owner* or his staff. In any case the only acceptable refund cannot be higher than the cost of the missed night/s. In this case, the rental amount is prorated on a per day basis to compute the exact amount of the reimbursement.

## 5. Cancellations.

The *owner* is not commercial entity like hotels. The offered *property* must be booked far in advance and is not easy to rent again. The *owner* strongly recommends the *client* to take out a travel insurance to protect against a medical emergency or certain other unforeseen

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circumstances that preclude the *client* from travelling. All cancellations must be in writing and become effective on the date of receipt by the *owner*. Cancellation charges will be levied as follows:

(a) nothing will be refunded in case of cancellation notified from the 60th day to the day of arrival. In case of cancellation notified more than 60 days before arrival, the already paid amount shall be totally reimbursed;

(b) when a booking is finalized outside the booking procedure of a *third parts website*, to prevent scams and deceptions, any amount to be reimbursed due to cancellations by the *client* or due to erroneously paid amounts, will not be directly refunded. In such cases the *client* has the right to obtain a bonus to the value of the corresponding amount to be used within a year for an equivalent stay in the *property*. If the bonus is not applied, the *client* and the *owner* may agree upon a reimbursement offering due warranty. Any suspect of scamming behaviour will be noticed to the Postal Inspectors. The sum is retained without application of statutory interest.

### 6. *Client* responsibility.

The *client* is responsible for ensuring the *property* is left in a reasonable condition of cleanliness and in the same condition of repair as upon arrival. Any excessive cleaning, loss or damage to the *property* or to third parts, unexpected debts or charges incurred will be itemized and charged to the *client*. An ordered final cleaning shall not exempt the *client* from the obligation to do the dishes, empty the refrigerator and tidy up in and around the *property* before departure and check basic safety conditions (gas taps, shutters and windows, switches etc.). The *client* is required to act in a responsible manner at all times, and to act with respect towards other guests, neighbours, the *owner* and his staff, particularly the *client* must avoid any noisy behaviour from 23:00 to 7:00 and from 13:00 to 15:30.

The *property* furniture may include some antiques. All of them are to be considered very precious items. All visitors are held to handle furniture with care, and in particular to care children's well behaviour in order to prevent unpleasant situations. The *owner* may require the *client* to check and approve in writing an inventory of items, which are present into the *property*. The *client* is the sole responsible for the supervision of minors and it is invited to remove any potential dangerous item at children's fingertips or to notify any potential danger to the *owner* in order to eliminate it. The *client* complies with the following safety regulations.

#### 6.1 General safety.

These regulations are mandatory for all the guests of the *property* (*guests*) and are intended to ensure their safety, pool users included, specifically young children and as such they are of great importance. The *client* shall inform and enforce these regulations to all the guests. The *owner* is not responsible for any injury suffered if the following regulations are not strictly observed. The *owner* reserves the absolute right to require any individual to vacate the property for any transgression of these safety regulations, in which case, there would be no refund of any rental payment.

#### 6.2 The sliding pool cover

The sliding pool cover, even if it is not certified to bear the weight of a person standing over it, is a valid system to ensure the safety of pool users. It is highly recommended to use it regularly. Whenever the pool is not in use, closing the sliding cover may prevent serious injuries. This is especially important if *guests* have children who are the major risk group. The remote control of the sliding cover is available at the *property* and the *client* is held to check its location at the moment of check in. The sliding cover and all the pool safety equipment should not be alternative measures to the surveillance of parents and guardians who, in any case, shall take responsibility for the well being of children using the swimming pool. The *client* must supervise the swimming pool when the sliding cover operates and preventively remove any floating objects. The *owner* does not accept any liability if an injury is suffered due to the neglect of the *client* to cover the pool. No people must be in the pool while the sliding cover is moving or not in the total rest position. The keys of the pool cover switch will not be delivered to the *clients* who have not requested the use of the pool.

#### 6.3 Use of the swimming pool

The depth of the pool is about 1.50 meters. The *client* and all *guests* must clearly know this before diving or swimming. They also must be aware there are no permanently depth markings in the swimming pool area. No one must enter the pool if he feels sick or has still to digest the meal or if he is not able to swim. In any case, no one must use the swimming pool without the surveillance of someone else outside the pool. The *owner* does not provide any lifeguard and *guests* must be aware of this if they use the swimming pool. The *client* recognizes that this dwelling is too small a tourist structure to hold that the absence of lifeguard or other safety equipment is the *owner's* negligence. Telephone numbers of nearby emergency agencies are permanently kept inside the *property*. The use of floating and inflatable items is at the *guests'* risk. The use of electric equipment close to the edge of the swimming pool is strictly forbidden. The external surface may be slippery when wet. The *guests* must be aware of this danger.

#### 6.4 Danger due to lack of lighting.

The external area of the *property*, including the swimming pool area, is dimly lit. The lack of lighting or the fact that the underwater lights in the swimming pool are not operating may cause someone to slip and fall. The *guests* must be aware of this danger. The *client* recognizes that this dwelling is too small a tourist structure to hold that the absence of strong lighting or the fact that a fence does not restrict the access to the pool is the *owner's* negligence.

#### 6.5 Forbidden actions.

It is strictly forbidden to climb the trullo (as well as use the small stairs aside the entrance, walk on the cones' basement or climb the cones). Climbing the trullo's architectural structure or just its stairs is very easy and it is the first thing a child will try to do: so the constant surveillance of an adult is strictly necessary. The stair connecting the patio and the solarium is not protected by a banister. *Guests* must be aware of this danger and avoid climbing it if they do not feel sure doing so. It is strictly forbidden to light fires. *Guests* can use the barbeque or light the inner stove at their own risk. A thrown match may destroy hectares of olive groves and thus the property itself. At least one of the *guests* must be constantly present where candles are lit. They have to blow out the candles when they leave them unattended. *Guests* must use an ashtray and then dispose of his cigarettes-ends. *Guests* may bring their pets only after approval of the *owner*. Anyway the property has not a perimeter fence (dry stone wall) tall enough to prevent a cat or a dog to pass over. The *client* shall clean up all pets' faeces. Any surplus of work necessary to do this will be itemized and charged to the *client*. *Guests* are required to avoid any type of pollution, in particular inside the pool, (pee-pee included: it is the *client's* duty to give the right instructions to children). Events or parties in the property are generally prohibited. Anyway, for specific and rare occasions, permissions can be requested to the *owner*. It is not allowed to pitch tents or have caravans or the like on the *property* grounds.

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## 7 Owner representative.

The *owner* delegates to his local representative all those management functions requiring a personal presence at the property (*representative*). The *client* will refer to him for all those technical problems he considers to be worthwhile. This is an included service; anyway if the problems arose by the *client's* behaviour or negligence, the *client* shall reimburse to the *owner* the consequential expenses and any hour of additional assistance (25.00 Euro/hour) of his representative. The *client* shall tolerate the occasional presence of the *owner's representative* at the property to comply with the various necessary maintenance actions (cleaning up of the swimming pool, caring of the garden, technical maintenance and the like). *This contract* does not include, if not expressly stated in it, any type of direct service to the person (as room service, catering, laundry, ironing, supply of good, etc.). If accepted by the *representative*, such services must be considered as private relationships outside these *terms*.

## 8 Sanitary water supply and swimming pool water.

In the olive groves there are no public aqueducts. The water flowing from the taps is pumped from a huge buried tank. The tank is automatically supplied by an artesian well or periodically filled up by a tank truck. For this reason the *owner* cannot warrant the quality of the supplied water and cannot ensure it as drinkable. The water is intended for the sole use of washing and not for drinking or cooking. It should not be used for cooking even if boiled. Euclorina or Amuchina or similar products should be added into the water for washing food. The *owner* normally supplies two bottles of mineral water at any arrival. It's up to the *client* to supply the necessary drinkable water for its stay at the local stores. Sometimes, when the well's pump feeds water periodically into the tank, the water may appear slightly red until the sediments, transported by the deep strata of the soil, deposit on the bottom of the tank. It is normal and not a symptom of a particular pollution.

The swimming pool water is constantly filtered and treated to ensure it safe and clear. Anyway, if the *client* suspects its quality is not the expected one, he immediately shall contact the owner (or his *representative*) who will endeavour to solve the problem within a reasonable time. The *owner* has not the possibility to regulate the temperature of the swimming pool water: it depends by the external temperature. No refund is acceptable if the use of the swimming pool is not possible due to the low temperature of the water or due to non-technical reasons (atmospheric weather conditions, illness or intentional choice of the *guests* and the like).

## 9 Surveillance.

The property is a detached unit, immersed in an olive grove. An occasional theft is possible therefore the *client* is held to close accurately all locks and activate the anti-theft device when he leaves unattended the property. In case of an alarm a siren will start and the surveillance agency sends some private police officers at the place. If the alarm is erroneously activated, the *client* shall inform the surveillance agency in order to prevent their intervention. The owner shall preventively supply the necessary contact details and the password for being recognised as person authorised to contact them. In case of theft when the property has been left unattended, the owner's theft insurance can be applied only if the anti-theft device was operative. To avoid unpleasant situations and consistent damages due to negligence of the *client* concerning the use of the anti-theft device, the *owner* highly recommends respecting the content of this article. Theft may concern items left unattended outdoors. The *client* is required to lock them into the outer deposit at night and when the property is left unattended.

## 10. Number of occupants.

The total number of *guests* staying at the *property* shall not exceed the agreed number. The *owner* reserves the right to refuse entry or evict the entire party if the number of persons occupying the *property* exceeds the agreed number.

The *owner* does not authorise partial payments or reimbursements in the case someone of the party has not the intention of use or has not used the *property* for the entire rental period.

## 11. Eviction.

The *owner* reserves the absolute right to require any individual to vacate the *property* for any transgression of all requirements stated in the above articles, in which case there would be no refund of any payment done.

## 12. Included services.

Without otherwise specified in the *rental agreement*, the rental amount includes final and weekly cleanings, bed linen and towels, normal use of gas, heating, electricity, water, air conditioning, tourist tax. To avoid unexpected extra costs and damages to the air conditioning appliances, the maximum difference between environmental temperature and pre-set temperature should not be higher than three degrees Celsius (+ or – 3°C). WIFI is not supplied.

## 13. Promotional information.

The *owner* has taken care to ensure the accuracy of all information and descriptions contained in his promotional material at the time prepared, however, nothing in those materials shall be treated as a term or condition of *this contract*. The *owner* shall not be liable with regard to any difference of opinion as to the condition or quality of the *property*, or the surrounding area. *Property* may not always appear exactly as pictured or described due to normal wear and tear or due to changes in furnishings after materials were prepared.

## 14. Complaints.

Should any problem occur with the *property*, the *client* must immediately (within 24 hours) notify the *owner*. The *client* should also inform the *owner* if the problem has not been remedied. The *client* should allow the *owner* and his staff reasonable time to remedy the problem, or to find a suitable solution. Vacating the *property* without *owner's* authorization does not constitute an adequate cause for a total or partial refund. The *client* is responsible to inform promptly the *owner* of any complaint and allow him a reasonable opportunity to remedy the problem during the rental period; failure to do so, or to delay doing it, will void any claim after the rental period.

Refunds due to complaints will be levied as follows:

(a) If the *owner* is not able to remedy the problem in a reasonable time and the *client* deems it anyway tolerable, the parts may agree to a partial refund to compensate the discomfort the problem implies for the remaining period. Such partial refund is not applicable for rentals shorter than eight days (< 8) or for any defect to not-essential services, even if they are included into the rental price (iron, washing machine and any other electronic tool not strictly necessary like toaster, coffee maker etc.). Anyway, in such cases, the *client* shall be able to adhere to the possibility described at point (b) of this chapter. In no case the agreed refund can't be higher than the 40% of the amount due for the remaining period of the lease calculated on a pro rata basis on the total rental amount.

b) If the *owner* is not able to remedy the problem in a reasonable time and the *client* deems it intolerable for his stay, when the parts can't

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agree on a partial refund and in the particular cases laid down at point (a), the *client* may treat *this contract* as terminated and inform the *owner* of his decision communicating the date of departure (check out time is anyway respected). In these cases the *owner* shall proceed to a partial refund calculated for the unused period on a pro rata basis on the total rental amount.

In the cases (a) and (b), refund limitations at point 5 (b) shall not be applied. Damages reimbursements to the *client* are only possible under the regulations at point (a) and (b). In no event will the *owner* be responsible for any other consequential or incidental damages, including travel expense, alternative lodging, or other expense of any kind.

The *owner* considers intolerable any complaint published or disseminated by the *client* or any *guest* of his party to other potential guests (e.g.: on public reviews, social media etc.) in the case no negligence can be ascribed to him without clear evidence; all the more so when the regulations of this article are not respected in full by the *client* or any *guest* of his party, or if the problem has arisen by ignorance, in particular of these *terms* or any recommendation previously given by the *owner*. In the case such behaviours should occur, the *owner* reserves the right to proceed with an action for defamation: negative public information may cause heavy and long lasting damage on the rental activity even if the concerning problems were easily remediable in a reasonable time. The *client* books a property in Italy with the understanding that there may be cultural, architectural, economical and natural differences from his Country.

### 15. Changes or cancellation by owner.

The *owner* reserves the right to modify or cancel *this contract* at any time in any case where it is necessary to do so as a result of a force majeure, or any other occurrence outside his control. In the event of cancellation, the *owner* shall inform the *client* promptly and will proceed to refund the *client*. In the event of a necessary modification of the *rental agreement*, the rental amount will be modified on a prorated basis. If such modification is not agreeable to the client, he can ask the cancellation of the contract and the owner will proceed to refund the *client*. In all cases, including the complete cancellation, the *owner's* liability will be limited to the refund of all money the *client* paid. In no event will the *owner* be responsible for any consequential or incidental damages, including travel expense, alternative lodging, or other expense of any kind. Some *third parts web sites* offer insurance as free feature, so the *client* is invited to take it into due consideration in such described cases. Refund limitations at point 5 (b) shall not be applied for changes or cancellations by the owner.

### 16. Liability.

The *owner* can not be held accountable for any loss or damage caused by weather conditions, riot, strikes, sickness or any cause beyond his control, including, among these (but not limited to): occasional problems incurred as a result of the behaviour of neighbours or unexpected experience of construction sites in the area, noise from neighbouring properties or from the street, odour nuisances, cases of insect attacks on the *property*, temporary defects or stoppages of any utilities (gas, water, electric power), theft or the like concerning the *client's* properties or the like.

### 17. Jurisdiction.

The *owner* and his *client* agree that Italian laws shall govern *this contract*, and that exclusive jurisdiction over all disputes arising out of *this contract* shall be in the courts located in Bologna, Italy. To the extent possible, the application of any law of each other European Community member state is excluded from having operation in respect of these *terms*. For convenience, these *terms* may be given to the approval in English and a translated version into Italian is available in the *private website* or at the following URL: <http://www.archirent.it/contracts>. Should any dispute arise as to the meaning of particular terms then the Italian version of these *terms* shall predominate over any other translation. Any ambiguities in *this contract* will be interpreted in favour of the *owner*. These *terms* may be executed by submission of an online page reporting it. The parties agree that such execution shall have the same force and effect as delivery of an original document with original signatures. The *owner* invites the *client* to make a copy of these *terms* as they may vary without notice, by printing and/or saving a downloaded copy on his personal computer by the *third parts website* / *private website*. In the event of any dispute, is up to the *client* to exhibit the documents consensually approved at the moment of the booking.

### 18. Information Treatment.

Any submitted information to the *owner* or to the *client* by any means including (but not limited to): e-mail messages, phone calls, online automatic forms, posted letters, are intended to be complete, true and accurate in all respects and shall be used in accordance with the Italian law for the protection of any sensitive personal data. From the *client's* first contact with the *owner* he is deemed to consent to the processing of his personal data (including sensitive personal data). In accordance with article 13 of Italian Legislative Decree 196/2003, the *owner* hereby informs the *client* that his personal data, held by the *owner* shall be processed in compliance with Italian Legislative Decree no. 196 of 30 June 2003. The data subject has the right to exercise the rights under article 7 of Italian Legislative Decree 196/2003, including the right to access, amend, update and oppose processing of such data as well as to request having the data cancelled by sending an e-mail message or a posted letter.

### 19. Information receipt.

The parts agree that any notices required to be given under *this contract* and during initial negotiation will be deemed to have been given if posted by email or fax, or sent by certified mail (with or without return receipt requested) or by any recognized overnight delivery service.

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According to Article 1341 and 1342 of the Italian Civil Code, the following clauses of *this contract*, in order to be valid and enforceable, are explicitly endorsed: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19.

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