



GENERAL TERMS AND CONDITIONS

SIMET SpA, with registered office in via Tadino 13 - 20124 MILAN, VAT no. 02619790724 - Chamber of Commerce registration n.02619790724 - R.E.A. n. 1880104, in the person of its legal representative Tubito Francesco, hereinafter referred to as "Property"

WHEREAS

- A. The Tenant, expressed his/her intention to accept the lease for holiday accommodation of the property requested, as indicated/described in the enclosed booking document.
- B. The Tenant declares to be aware of the fact that the identification and specific data of his contract, once the booking is made, are contained and detailed in the attached booking document.
- C. The Tenant also declares to have read the General Terms and Conditions and the Special Terms and Conditions, which constitutes an integral and substantial part of this contract for any provision, information and regulation therein contained.

THE PARTIES AGREE AND STIPULATE AS FOLLOWS

1. The premise, the booking confirmation emails, the attached booking document are part of this contract.
2. The period of the contract is indicated in the enclosed "booking confirmation/voucher" and the term expires without notice on termination. Unwritten renewal of the agreement on expiry is not allowed.
3. The real estate unit identified by this contract is granted on a temporary lease for tourism purposes only and must be used as a residential home with exclusion of any other purpose. In addition to the tenant, the persons indicated in the "voucher" document may be accommodated at the property. It is the responsibility of the tenant to deliver at the latest at the time of check-in the identification documents of each individual who will stay in the rented housing unit. To this end, the Tenant declares and expressly guarantees that each person who will be accommodated or who will use the real estate unit, if a foreign citizen, will be in compliance with all the relevant applicable rules as regards his stay on the territory of the Italian Republic (in particular with regard to immigration and public security rules regarding residence permits, visas etc.). The Lessee assumes direct responsibility towards the Property as well as towards the related Italian governmental authorities. The violation of this agreement will result in the immediate termination of the contract as well as the payment of the entire lease period for the tenant, subject to compensation for the greater damage.
4. The lessee is expressly forbidden to sublet or rent for free in whole or in part the leased property. The infringement of this obligation means the enforcement of the contractual consequences explained in section 3.
5. By signing the present contract, the lessee pledges to pay the stipulated rent directly to the Property, including utility expenses (water, electricity, gas, service charge, etc.) as well as possible supplements, according to the terms indicated in the enclosed "voucher" document. Once received what is due from the tenant, the Property will issue a regular invoice. Any extra and accessory rental services provided by third

parties, during the period of stay, not foreseen or not previously indicated, will be charged exclusively to the tenant/s on the spot. In the event of violation of this clause, the Property will have the right to withhold, in the name and on behalf of the Supplier, what has already been paid by the Tenant, for any purpose, as well as to demand immediate payment of the agreed amounts for fees and accessories, subject to compensation for the damage.

6. The lessee pledges to leave the leased house in the same condition in which it was found, he is not allowed to alter, improve or add anything in the leased property, he is not allowed to use the unit for other purposes and he is not allowed to alter or improve the existing systems. The security deposit, paid according to the extent indicated in the "voucher" document, will be returned to the tenant **within 4 days at the check-out date**, after checking the condition of the property, systems, furnishings and related appliances (appliances, furnishings and various accessories) , as well as compliance with all contractual obligations assumed with the signing of this contract. In this regard, the Tenant at the end of the lease has the obligation to return the keys of the leased real estate unit and not to reproduce and/or deliver it to third parties, as well as the access codes (alarm) to the same.

7. At the time of check-in, the tenant has the obligation of checking the status of the unit. Any defects or flaws in the leased property or its equipment must be reported under the tenants responsibility by sending an email to laiadicucumo@gmail.com, no later than 24 hours from check-in, failing which , the latter will not be able to make any dispute in this regard.

8. At the end of the lease period, in the event that there is a difference with respect to what has been verified with the methods set out in article 7 of these General Conditions, or if any damage has been found to the real estate unit and its equipment, or the removal of goods, the Property will have to contest this circumstance to the Lessee by sending, within 48 hours following check-out, an email communication to the email address provided by the same and indicated in the "voucher" document. This message will be containing a detailed description of the damage and will include, where possible, also photographic documentation. Conversely, where it is not possible to report the damage photographically (for example in the event of the removal of goods or equipment, or of malfunctioning of electronic equipment), the Property undertakes, further to written request of the Lessee, to provide a copy of the invoices of all costs incurred for the repair or restoration of ascertained and disputed damages. In any case, with the acceptance of this contract, the Lessee expressly authorizes the Property to charge the amount of damages found, in the manner referred to in this article, plus the handling costs of the accident due to the Agency, equal to € 100, on the credit card issued as guarantee and / or on the possible security deposit issued in cash, on the basis of what is specified in the "voucher" document, within 48 hours from the sending of the damage contestation e- mail sent by the Property.

9. If the lessee returns in advance the keys of the property, in no circumstance shall the difference of the rent be refunded, except for the refund of the caution deposit after the aforesaid assessment as indicated at points 6), 7) and 8).

10. The tenant, without prejudice to his responsibility for the custody of the rented items for the entire duration of the period of stay, expressly exonerates the Property from any liability for direct or indirect damages caused by or to third parties, or non-guilty interruptions of the supply or administration of the services (water, electricity, gas, internet, etc.). The Property will never be responsible for any thefts suffered by the tenant whether these occurred with a break-in or tampering at the entrance, or in any other way, within the Real Estate Unit. The Tenant undertakes, therefore, not to leave his personal belongings unattended within the Real Estate Unit and to leave it with the alarm set.

11. In the case of a real estate unit with a swimming pool, the tenant exempts the Property from any liability for damages to things or people, possibly deriving from the use of the same and in particular for injuries to children resulting from the use of the swimming pool. In any case children must be continually supervised by their parents or people standing in for them; they are exclusively responsible for the children's safety. To this end, the Tenant, as the custodian of the leased asset and related appliances,

undertakes to respect and scrupulously observe, also towards third parties that he has temporarily admitted to the enjoyment of the objects leased, the regulation for the use of the system swimming.

12. Animals are not allowed.

13. The Lessee authorizes the Property to process his data in accordance with the provisions contained in EU Regulation n.679 / 2016 (GDPR) and declares to be aware of the purposes and methods of processing them.

LEGAL NOTE: According to articles 1341 and 1342 of the Civil Code, after having carefully read again the content of the present agreement, the lessee declares to understand the clauses of sections **1)** Introduction and attachments **2)** Duration of the Contract; **3)** Purpose of the lease; responsibility of the tenant in respect of immigration and public security laws; contractual termination; **4)** prohibition on subleasing and loan; **5)** method of payment of rental fees, costs of providing services, supplements and extra services and penalties for failure to comply; **6)** State of the property, prohibition of making changes and security deposit; return of keys and prohibition of reproduction and / or delivery to third parties of the same and prohibition of communication of access or alarm codes to third parties; **7)** verification of the state of the places and disputes at the expense of the tenant; **8)** Terms and forms of the procedures for contesting damages / defects / discrepancies / subtractions and pre-authorization for charging the costs for repairing or restoring damages / defects / discrepancies / subtractions; **9)** early delivery of the keys; **10)** Liability for things held by the Tenant; exoneration of responsibility for damages of third parties or third parties; disclaimer for theft; **11)** Disclaimer for damage to property or people resulting from the use of the swimming pool; **12)** presence of animals; **13)** Authorization to process personal data.

IMPORTANT BASIC INFORMATION TO BE OBSERVED AND SPECIAL CONDITIONS OF CONTRACT

SPECIAL CONDITIONS

- The customer is required to pay the tourist tax, as required by law, according to the provisions of the regulation of the Municipality where the property is located. The tax is payable on arrival at check-in, in cash only.
- Animals are not allowed.
- The stay of guests who are not indicated in the booking form or in a number greater than that indicated by the Lessee during the booking's finalization, may result in the loss of the security deposit and the immediate dissolution of the lease contract, art.3 of the General Contract Conditions.
- The customer is required to arrive by the scheduled times, that is between 16:00 and 20:00 hrs, while departures are normally set from 9:00 to 10:00 hrs. If the arrival or departure should be outside the specified times it will be necessary request advance confirmation from the Property. Any change in the agreed arrival time will be promptly communicated to the dedicated check-in manager. If the check-in manager waits beyond the guest's informed arrival time, a supplement may be requested. Note carefully:
 - For arrivals between 20:00 and 22:00 hrs a supplement from € 25 to € 50 will be applied - depending on what is indicated in the Voucher
 - For arrivals between 22:00 and 24:00 hrs a supplement from € 50 to € 100 will be applied - depending on what is indicated in the Voucher
 - For arrivals after 24:00 a supplement of € 100 to € 200 will be applied - depending on what is indicated in the Voucher.

- For any problems encountered on arrival, the customer (or the tenant) must immediately contact the check-in manager or the owner (where there is no designated check-in manager) who will do everything to solve these problems in the shortest possible time.
- It is confirmed as of now, as specified in art.11 of the General Conditions of Contract, that the Property is not responsible for damages or theft that occurred during the booked period of stay. In this regard, it is advisable to always insert the alarm when leaving the structure, by removing the badge from the pocket at the entrance of each apartment.
- All information reported on the website and related to the properties such as descriptions, prices and availability, are to be considered indicative. We do not accept responsibility for changes to information due to circumstances beyond our control.

CLEANING AND HYGIENE RULES

- The booked property must be returned at check-out in good hygienic conditions. That is, the property will be cleaned and tidied up, the furnishings will be repositioned as found on arrival, dishes and cutlery washed and put on place, no residual garbage will be left behind. If this does not happen, the Property will have full right to withhold a share from the security deposit (see also art.6 of the General Contract Conditions).
- Garbage, in particular, must always be removed from the property before check-out according to the collection rules informed by the check-in manager, by the owner or listed in the villa-book available at the property. If this does not happen, the Property will have full right to withhold a share from the security deposit, as this is not a service to be counted among those provided for the final cleaning.
- Before check-out, the rented linen and towels must be removed from the beds and placed in the shower tray of the main bathroom of the house.

BEHAVIORAL RULES

- The party leader (the Tenant) to whom the booking is made out and who signs the relative lease contract, is responsible for the behavior of all guests occupying the property. In the event that the check-in manager or the owner of the property should detect unsuitable behavior by any guest, or if there should be uncivilized behavior or in any case not in compliance with contractual obligations, the Property may request all guest to immediately leave the property. In addition, compensation for the damages can be required, there is no possibility of requiring a refund any unused nights (see also art.3 of the General Contract Conditions).
- The customer is responsible for any damage caused to the property. If these conditions occur, the customer is required to immediately notify the check-in manager or the Property in accordance with the provisions of art.7 and art.8 of the General Contract Conditions.
- Before departure, the Lessee will take care to check that he has not left any personal object behind, especially in case of valuable items (see also art.11 of the General Contract Conditions). Any forgotten object will be kept by the company for a maximum period of one week. Beyond that deadline, if not

claimed, they will be donated or eliminated. Forgotten items can be sent to the guest with an additional € 100.00 fee for handling costs of the case, in addition to the shipping costs incurred.

- Parties or celebrations of any kind or species are not allowed, where these require for the entry into the property of guests not indicated in the booking, unless previously requested and authorized, in writing, by the Property. Any abuse and / or violation of these indications will entail for the lessee the possibility that he will be asked to leave the property immediately. In addition a compensation for any damages can be requested, without the possibility of cancellation for the unused nights (see also art.3 of the Conditions Contract General).

MANDATORY CUSTODY OF CHILDREN AND MINORS

- As required by law, children and minors must ALWAYS be supervised by their parents for the entire duration of the stay, with the diligence of the good father of the family. For Italian laws, children and minors are under full responsibility of their parents (see also art.12 of the General Conditions of Contract).

BOOKING, DEPOSIT AND BOOKING CONFIRMATION

- At the time of booking, the payment of 30% of the total rental price is due, excluding the costs of extra services and fees, which will be due on arrival.

- The balance must be paid to the Property within a maximum of 30 days before the start date of the stay and it will take care of notifying the tenant about the payment of the balance. It is the responsibility of the tenant to pay on time, as required by the indications provided and in the agreed manner. In case of non-payment within these terms, the Property reserves the right to cancel the reservation by sending relative communication to the tenants and to free the dates from the calendar of the property concerned.

- In the event that the booking is confirmed less than 30 days before the start date, payment of the full amount is required, excluding the costs of extra services and fees, which will be due on arrival in any case.

- At the time of booking, the tenant is required to provide a copy of a valid identity document (for example his passport or identity card). Subsequently, it will be required to enter the data of all participants independently, through the online procedure indicated. This information is essential and mandatory to make the final payment of the stay. After completing all the fields, the software can generate the voucher document with the booking summary. The tenant is required to save and show the voucher upon check-in to his check-in manager, or to the owner of the booked accommodation. The total number of participants may in no case be greater than that of the beds as shown in the description of the property, unless specifically agreed in advance with the company.

- In the case of booking via website and / or via an OTA (for example Airbnb, Booking.com etc.), the Property will contact the guest by e-mail after the balance has been completed, sending the participant's data filling procedure and the voucher will be generated. This will be containing the summary of the conditions and data entered. The tenant is required to save / print this voucher which will be shown at check-in.

- Upon arrival at the facility, the customer is required to present at the check-in manager or to the owner, or

his representative, the booking voucher with a valid identity document, for the recognition of the tenant and guests in accordance with current immigration and public security regulations (see also art.3 of the General Contract Conditions). As well as to pay the balance due or extra services, as shown on the voucher. This payment must be made, for accounting reasons, entirely in cash, within the limits set by the law. Where previously requested and agreed by the booking office, these services may be charged to the customer's credit card. While bank or postal checks or any other payment methods will not be accepted.

- The Property, directly or through third party delegated companies, is responsible for the ordinary and extraordinary maintenance of the leased property. Therefore is the tenant or whoever with him during the stay, not authorized to modify or tamper the set up of the regular operation of the systems (for example water, electricity, swimming pool, irrigation etc.) and of the property's equipment. In case of need, the tenant or whoever is with him must immediately contact their check-in manager or the Property, who will resolve the problem as quickly as possible. In the event of non-compliance with this prohibition, the guest will be held responsible for the damages caused, intended as emerging damage and loss of profit (see also art.8 of the General Contract Conditions).

- The owner of the property, directly or through third party delegated companies, have the right of access in a way agreed with the guest or regulated through the indications of the villa book, in order to carry out the property's regular maintenance operations (e.g. swimming pool maintenance, garden maintenance, etc.), during the guests' stay.

CANCELLATION POLICY - STANDARD RATE

The customer, in the person of the Lessee signatory of the lease, has the right to cancel the reservation of the rental unit. Any cancellation or change of reservation must be communicated only in writing by sending an email to property address. In the event of cancellation by the customer or cancellation by the Property for non-payment of the agreed amounts and within the times previously indicated at the time of confirmation, penalties will be applicable as indicated below:

- You are given 48 hours after booking to cancel your reservation and receive the full amount debited.
 - Up to 61 days prior to arrival ⇒ EUR 100 forfait fee
 - From 60 to 31 days prior to arrival ⇒ a penalty equal to 30% of the entire contract value will be applied;
 - 30 days and less prior to arrival ⇒ a penalty equal to 100% of the entire contract value will be applied.

We suggest our customers to take out specific insurance so as not to face a serious loss in case of cancellation.

I HAVE READ, UNDERSTAND AND ACCEPTED ONLINE THE ABOVE CONDITIONS THAT CONSTITUTE PART OF THE OFFICIAL RENTAL AGREEMENT AND AGREE IN RESPECTING ALL THE POINTS MENTIONED ABOVE.