

Registration at the Registry of Agents in Business and Brokerage n. 740 in application of the M.D. 21/12/1990 no. 452 (L. 3/2/1989 no. 39) Insurance Policy no. 224706456 (for the civil responsibility of the activity of estate agent under the Law no. 253 21/03/1959 and subsequent modifications of integration) stipulated with AXA Insurance – Lecce

## **RESERVATION TERMS AND CONDITIONS**

1. The terms of the present agreement regulate reservations through Salento Nascosto of a holiday house and the use of the property at object of the reservation, under the rules supplied to the client with the "Reservation Application Form".
2. Salento Nascosto assumes, in the relationship with the client, both the role of the intermediary and the role of the representative of the property owner.

### **RESERVATION AND PAYMENT**

3. The Reservation Request forwarded by the client will be completed by Salento Nascosto which, after having verified the availability of the requested property, will see to sending the finalized "Reservation Application Form" via email to the client. From that moment Salento Nascosto will reserve the property for the client for a period of 7 days, during which time the client must forward via email or fax the completed "Reservation Application Form" and transfer 30% of the total rental fee into the bank account herein indicated. The client sending in the form and paying the deposit corresponds to the confirmation of the reservation.

Failing to send the Reservation Application Form and/or the deposit payment, renders the reservation invalid and Salento Nascosto will no longer guarantee the availability of the requested property.

In the case of reception of the deposit and the Reservation Application Form within the predetermined terms and therefore the confirmation of the reservation, this contract will be binding, with the obligation for the client to send by postal mail the original "Reservation Application Form" signed on each page, as well as the documents provided for herein which are also to be signed on each page, within and no later than 20 days of the signing date of the "Reservation Application Form", and to transfer the balance of the total rental fee into the same account within and no later than 45 days preceding the start of the tenancy, except in case of request for cancellation of the reservation in accordance with paragraph 7.

Not sending the Form and the signed documents and/or non-payment of the balance within the predetermined term implies the automatic termination of the relationship, with the client having right only to the refund of the paid sum reduced by €250 for a reimbursement of expenses in favour of Salento Nascosto.

If the Reservation Request is received during the forty-five days preceding the date of the beginning of the tenancy, the client is obliged to immediate payment of the predetermined full price (100%) immediately after having sent the "Reservation Application Form". In absence of payment, the reservation will no longer be effective.

4. The client will verify the confirmation of the reservation and communicate as soon as possible every imprecision or divergence with what had been requested.
5. In case of successful negotiations, Salento Nascosto will see to send the client all the documentation related to the reserved property.

### **DESCRIPTIVE TABLE**

6. The "descriptive table" related to the property at object in the reservation, which contains all the information and characteristics of the property, is binding for the client in the sense that no claim or complaint may be asserted outside of what is provided for in the descriptive table.

### **POWER OF RECESSION**

7. Salento Nascosto, as agent of the owner, reserves the power to withdraw from the relationship at any moment for reasons dependent on the unexpected unavailability of the property or its unexpected unfitness for use. Salento Nascosto will, however, do as much as possible to avoid that the contract will have to be modified or annulled. If this however should happen, Salento Nascosto will work to find an alternative property of the same type and having the same qualitative standards. In the case in which the identified property is of an inferior level, the difference of the paid price will be reimbursed to the client. If the client should refuse the alternative offer, he will inform Salento Nascosto in writing.

In any case of termination of the relationship due to withdrawal by the owner, the client will have the right only to the reimbursement of what was paid, with express renouncement of any claim of damages.

#### **CANCELLATION AND TRANSFERABILITY OF THE RESERVATION**

8. The client has to communicate immediately and in writing a possible cancellation of the reservation, the request will be considered as effective from the moment in which Salento Nascosto will receive a written communication of it. In case of cancellation requested prior to 45 days from the date of the beginning of the tenancy, the paid sum will be refunded only with reduction of EUR 250 – for a reimbursement for the administrative expenses of the agent; in case of cancellation during the 45 days prior to the guest's arrival, a penalty will be applied with the deduction of all or part of the paid sum as follows:
- within the 14 days before the beginning of the tenancy, 100% of the paid price;
  - from 15 to 30 days before the beginning of the tenancy, 80% of the paid price;
  - between the 31 to the 45 days before the beginning of the tenancy the 60% of the paid price;
  - more than 45 days before the beginning of the tenancy only EUR 250 for a reimbursement of expenses.
9. In case of impediment by the client, he is able to transfer the right to the holiday to another person; this must be communicated in writing to Salento Nascosto who reserves the power, in the name and on behalf of the owner, to accept the replacement, and only if the replacement will accept the conditions of the relationship in writing. The renouncing client and the cessionary client are both jointly liable for the payment of the price of the tenancy.

#### **PRICES**

10. The prices indicated in the " Descriptive Table" related to the property at object in the contract refer only to the items therein predetermined. All other services if considered extra in the descriptive table, will have separate costs which will have to be regulated and paid at the moment of departure on the occasion of the return of the damage deposit according to the sub. 12.
11. All costs and the indicated sums of money are indicated in Euro and all sums due must be paid in the same currency, through a bank transfer into the account in the name of Salento Nascosto indicated on the form for the application for reservation. Every sum must arrive net of the bank commissions and/or of the exchange value; in contrary case all added expenses will be charged on the final bill.

#### **DEPOSIT**

12. A damage deposit equal to the sum indicated on the "Descriptive table" is due from the client, that must be paid either along with the balance through a bank transfer or in cash at the moment of the delivery of the keys. At the delivery of the keys the guest also will have to sign the "Inventory" of the items found in the house. The sum held for the deposit will be refunded at the moment of the restitution of the property, subject to the check for damages brought during the stay, the estimate of which will be calculated according to the values reported on the "Inventory". The sum of money corresponding to the value of the damaged goods will be detracted from the deposit, excepting more extensive damages.

#### **INFORMATION AND RULES**

13. During the period of tenancy the guest binds himself so that:
- a – the number of the people occupying the property does not exceed the maximum number of beds stated on the descriptive table;
  - b – the property is used by the client and by his group only and exclusively for use of tourism;
  - c – the owner and/or his representative is allowed access at any moment and for any justified reason during the entire period of the tenancy;
  - d – the property, its furniture, the utensils and everything that belongs to it will be maintained in good condition and everything will be left in the same state of order and cleanliness in which it was at the moment of the delivery of the property; the client is responsible for the caused damages, theft, fire, flooding due to the negligence in the use of the property etc..
  - e – it will be immediately communicated to Salento Nascosto any damage or the malfunction of the utilities (plumbing, electrical, heating, telephone, etc. )
  - f – The owner allows guests to use the property pool in a non exclusive way and specifically informs that the pool is unattended. Therefore the client is the only one responsible for any damage caused to the client, his/hers family members and their guests related to the use of the swimming pool and of the rented property.
  - g – The client commits himself to respect the swimming pool's hours of access and to enjoy all common spaces on the property in accordance with the rules of good manners, in order to not disturb the owner and other guests of the house.
  - h - it is suggested that the client contracts travel insurance for the duration of his holiday.
14. All the images and the photos supplied are to be considered indicative, and they can be subject to variations.

#### **ARRIVALS AND DEPARTURES**

15. a – The time of the delivery of the keys upon arrival is fixed between 4.30 p.m. and 7.30 p.m. of the first day of the reservation, if not otherwise agreed; for arrivals after 9 p.m. the delivery of the keys will have to be agreed upon in advance with Salento Nascosto. After 12 a.m. the delivery of the keys is postponed to the following day.
- b – Upon departure the delivery of the keys/check-out must be by 10 a.m., if not otherwise agreed;
16. At the time of the delivery of the keys a check-in form must be filled out. The client must supply the information for each member of the group, as necessary for the registration, and sign the documents related to the "Inventory" and the " Rules of the house".



17. a. At the moment of the restitution of the keys, the owner, or Salento Nascosto on his behalf, and the client will fill out a form where the extra consumptions and any possible damage to the property or to the furniture, and the deductions from the deposit will be registered. Prices of the extra consumptions may be subject to change and will be calculated in accordance with the price applied by the company providing the utility. The signing of the " check-out" defines and concludes the relationship and releases from any responsibility for events that were not contested in due time.  
 In any case the owner or Salento Nascosto retains the right to claim, within the maximum term of 3 days from the restitution of the keys, compensation for possible damage to the property or to the objects existing therein that are not noted at the time of the client's departure but after the fact.
- b. The client expressly authorizes the handover of the rental house to any one of the members of the group indicated on the "Reservation Application Form". Each member is expressly authorized to sign the documents related to the handover of the property (check-in) and/or the return of the same (check-out) with full consequences for the client.

**RESPONSIBILITY**

18. The client binds himself to inform every member of his group of all the conditions of the present contract.

**CONCLUSIONS**

19. Salento Nascosto reserves the right, on behalf of the owner, to demand in any moment the immediate release of the property, in case of violation of the rules and of the conditions of the relationship, without any reimbursement and retaining the right to obtain the compensation of the possible damages brought to either the property or the objects.
20. With the signing of the present contract the client acknowledges that for all that regards the property at object of the contract, references are made to the attached documents and forms, that are integral part.
21. For any dispute only the Court of Lecce is competent.

The following documents must be signed and sent via post or via fax to Salento Nascosto:

- Reservation Application Form
- Reservation Terms and Conditions
- Descriptive Table
- Rules of the House

Signatures.....

Date .....

According to the Art. 1341 c.c. the following clauses are expressly assented:  
 2,5,6,7,8,9,10,13f,15,16,18,20.

Signatures.....

Date .....

**Protection of Personal Information**

"Salento Nascosto" guarantees the absolute respect of the rules of law regarding the right of privacy (legislative decree 196/2003 and subsequent modifications and integrations) with regards to all information and data acquired during the contractual process.  
 The data will be used exclusively for the fulfilment of this contract, to provide information and documentation relevant to the contract by the undersigned parties and for the monitoring of the quality of the service provided by "Salento Nascosto".  
 The information and data provided can come to the knowledge of subjects different from those undersigned, being assigned to the management of the information in the capacity of those responsible for its processing.

