

GENERAL CONDITIONS

These conditions form an integral and substantial part of all touristic lease agreements concluded through the website www.casavacanzeorchidea.it and are contractually accepted by the guest and/or the lessee.

1. RENT The rent is inclusive of the consumption of electricity, water, gas, heating and, only in relation to the complex called "Al Sassone", air conditioning, as well as costs for the end-of-stay cleaning. The rent does not include the price for supply of household linen (towels, sheets, table cloths, etc...) or towels for the swimming pool. These items may, nevertheless, be provided to the Lessee on his express request made upon booking, subject to immediate cash payment upon delivery of the keys. The rent also includes the use of the washing machines and/or tumble dryers and irons available in specific areas of the "Al Sassone" complex for use by the lessee and/or his guests.

2. EXTENSION OF THE LEASE AND UNLAWFUL OCCUPATION Any early arrivals or extensions of the lease shall, on pain of nullity, be agreed upon in writing. Should the premises not be vacated after the expiry of the lease, a daily penalty equivalent to the weekly rent agreed upon shall be due for every day of delay in vacating.

3. GUESTS OF THE LESSEE, RIGHT OF TERMINATION FOR EXCESS NUMBER OF PERSONS AND PROHIBITION FROM ASSIGNMENT

The lodging of more persons in the premises than the number agreed upon shall bring about the termination of the lease agreement in terms of Art. 1456 of the Civil Code; therefore, on signing of the contract of lease, the Lessee shall provide a copy of the identification documents of all persons who shall reside therein. The Lessee shall be prohibited from sub-letting

or granting the use of the property, in whole or in part, changing the use and/or assigning this agreement to third parties; furthermore, where several persons reside in the property, the Lessee shall be responsible for the fulfilment of all obligations undertaken in terms of this agreement, on pain of nullity and reimbursement of damages.

4. PROCEDURE FOR MAKING PAYMENTS

The procedure for making the deposit payment due on booking and the final settlement of the rent shall be as follows: bank transfer, money order, bankpass according to the procedure indicated at www.casevacanzaorchiedea.it.

5. BOOKING

To make a booking, the Lessee shall complete each section of the "booking form" which is a unilateral expression of interest to rent valid for 7 (seven) days from date of transmission. Within 24 hours from receipt, the Landlord shall send a confirmation email to the address indicated on the above-mentioned form, confirming the availability of the holiday home for the period requested.

6. DEPOSIT AND CANCELLATION OF THE LEASE

Within 5 (five) days from receipt of the email confirming availability of the property, the Lessee undertakes to pay a deposit on the rent due. The deposit amounts to 30% of the rent due for the period requested and shall not be less than € 200. The lease shall be concluded and shall bind the parties when the landlord receives the deposit payment which is forfeitable in terms of Art. 1386 of the Civil Code. Should the Lessee fail to effect payment of the deposit within the established term, the lease shall be cancelled by the landlord without the need of any judicial procedures.

7. FINAL SETTLEMENT OF RENT

The final payment of the rent due shall, at the latest, be made ten days prior to arrival at Casa Vacanze Orchidea. Should the Lessee fail to settle the payment of the rent within the above-indicated period, casa vacanze Orchidea may terminate the contract in terms of Article 1386 of the Civil Code and retain the deposit as a penalty. On verification of payment of the full rent, the landlord shall send the Lessee the "DOCUMENT CONFIRMING THE LEASE" by e-mail, indicating the duration of the stay; this document shall also constitute a receipt of payment which shall be handed to the Landlord on delivery of the keys. When booking occurs within 30 days from the date of commencement of the lease, the deposit and the settlement shall be made in one single payment.

8. CAUTION MONEY

In warranty of the fulfilment of the obligations undertaken by means of the lease agreement and these general conditions, the Lessee shall pay in cash the sum of € 200 (two hundred Euro) as refundable caution money in terms of Art. 1782 of the Civil Code, upon delivery of the keys to the property. The refundable caution money shall be reimbursed to the Lessee on the expiry of the rental period. Should the Lessee and/or his guests damage the property or its accessories, fittings, furnishings, bathroom fixtures, installations and electrical appliances, the value of the damage caused shall be kept or deducted from the caution money.

9. TERMS OF DELIVERY AND INVENTORY

After providing a copy of the "DOCUMENT CONFIRMING THE LEASE", the Lessee shall receive the keys to the property directly from the Landlord, from the "Al Sassone" complex on the first day of commencement of the rental period between 14.00 and 17.00 hours. In case of need (eg.: notification of late arrivals, problems in reaching the destination, etc.), the person responsible at the complex may be contacted at the

telephone number indicated on the confirmation e-mail of the booking and a new meeting shall be arranged. No refund shall be paid in the case of late arrival or early departure from the property. Upon delivery of the keys, the Landlord may request the Lessee (who accepts) to sign a "delivery report" which may include an inventory of the furniture, furnishings, electrical appliances and any other item found in the leased property.

10. PROHIBITION OF CARRYING OUT ANY WORKS, NORMAL USE, RETURN OF KEYS AND VERIFICATION OF THE STATE OF THE PROPERTY

The Lessee shall make normal and rational use of the property, using the diligence of a prudent man and shall return the property inclusive of the accessories, furniture, furnishings and electrical appliances, as originally delivered, normal wear and tear excepted; moreover, the Lessee shall be prohibited from carrying out any structural works and/or carry out any alterations to the electrical, water and plumbing systems or to the accessories, fittings, furnishings and electric appliances for whatever reason. In the event of faults and/or interruption in the utility service supply for no fault of the Landlord, the Lessee shall not be entitled to any indemnity or reduction in rent from the landlord. The keys shall be returned to the landlord by 10.00 AM of the last day of rental; the Landlord shall personally visit the property on this day also in order to inspect its condition and that of its accessories, fittings, furnishings, bathroom fixtures, installations and electric appliances.

11. CLEANING OF THE PROPERTY

The property granted on lease shall be delivered clean and tidy. On returning the keys to the property, the Lessee shall be obliged to wash the crockery, empty the dustbin and rearrange any furniture moved during the lease. Non-fulfilment of even one of these obligations shall result in the

forfeiture of the caution money. The properties are equipped with cleaning utensils; costs for detergents and sponges shall be borne by the Lessee.

12. NOTIFICATION OF DEFECTS IN THE PROPERTY AND RENUNCIATION TO CLAIM DAMAGES AND/OR INDEMNITIES

On receiving the keys, the Lessee shall express to the landlord any complaints on the cleanliness of the property and inform him about any defects in the property, including its accessories, fittings, furnishings, bathroom fixtures, installations and electric appliances, whilst holding the landlord harmless from any responsibility and request for damages and/or indemnity. In default of notification, any existing defects shall be considered as known to the Lessee, but inconsequential.

13. LESSEE'S DECISION TO CANCEL LEASE

If the Lessee cancels the lease and/or decides not to receive the keys to the property after making the final rent payment, even for reasons of force majeure, the rent paid shall be retained by the landlord as a penalty and indemnity in terms of Art. 1386 of the Civil Code.

14. DECLARATION OF THE LESSEE ABOUT HIS TOURISTIC INTENTIONS

The property shall only be rented for touristic purposes. Therefore, on behalf of himself and his relatives and/or successors in title, on pain of rescission of the contract and refund of damages caused, the Lessee declares that he shall not transfer his residence to the rented property neither for work-related reasons, nor for health reasons, nor for reasons related to studies; furthermore, he shall not carry out or authorise the carrying out of any professional or work-related activities in the property.

15. CONDOMINIUM AGREEMENT The Lessee declares to

accept the condominium agreement which may be read at the landlord.

16. ACCESS TO THE RENTED PROPERTY The landlord and/or his agents, shall have the right to view the leased property during the rental period, after giving due warning and agreeing on an adequate meeting, either as a routine check or for viewing by prospective lessees.

17. REGISTRATION OF THE CONTRACT The costs for registration of the contract shall be borne by the Landlord and the lessee in terms of law.

18. DISPUTES The Court of Lucca shall have exclusive jurisdiction over any dispute arising from the interpretation, execution, resolution or validity of this agreement and its relative acceptance.