

General Terms and Conditions

1. PURPOSE OF RENTAL

The rental property may only be used for holiday purposes on a private basis.

The rental property may be occupied by a maximum of number of people (including children) stated in the confirmation of your reservation.

Any commercial use or other type of use (e.g. hosting of events) is prohibited. The Tenant is aware that subletting, assignment of the rent or transfer of the rental property to other persons is prohibited. Provision of services by third parties (e.g. catering, external cook etc.) on the premises is prohibited.

In the event of violations, the Landlord can cancel the contract without further notice and without compensation.

2. CONCLUSION OF THE CONTRACT

The online booking only becomes effective on payment of 20% of the rental price within 7 days. The Landlord is entitled to refuse a booking without stating a reason.

3. TERMS OF PAYMENT

Payment of 20% of the rental price must be made within 7 days after receipt of the confirmation of the reservation. The payment of the remaining 80% of the rental price, as well as additional options, must be made at the latest 60 days before start of the holiday. If the terms of payment are not observed, the Landlord is entitled to rent the holiday property to another person without further notice and without obligation to pay compensation. Payment is made by bank wire transfer (IBAN). The transfer fees are paid by the Tenant.

4. ADDITIONAL EXPENSES

Additional expenses (if not included in the rental price), such as the visitors taxes, must be paid in cash at the destination.

5. HANDOVER OF THE RENTAL PROPERTY

The rental property is handed over to the Tenant in a clean and tidy state and in a condition in accordance with the contract. If the Tenant arrives late at the rental property or does not occupy it, then the entire rental cost is due.

6. CAREFUL USE

The Tenant is obliged to use the rental property carefully, and adhere to the rules of the property and show consideration for the neighbors. The Tenant ensures that those traveling with him comply with the obligations of this contract. Complaints and any type of damages etc. must be reported promptly to the Landlord. If the Tenant or those traveling with him fail to comply with the obligations of careful use, then the Landlord can cancel the contract without notice and without compensation.

7. PETS

Bringing and housing pets (max. 2 dogs) is only permitted in Cascina Castello. Housing pets is prohibited in Villa Loreto and in Cascina Vigne.

8. RETURN OF THE RENTAL PROPERTY

The rental property must be returned on time and in proper condition. The furnishings in the building and the garden must be returned to their usual location.

The Tenant does the basic cleaning, independently of the Landlord's final cleaning (basic cleaning: cleaning of the kitchen, washing and putting away dishes, disposal of food and household garbage, disposal of glass in the container in the village).

The Tenant must pay compensation to the Landlord for damaged and missing items.

9. CANCELLATION

The Tenant can withdraw from the contract at any time under the following conditions. Cancellation must be communicated in writing. The date of receipt is decisive. In the event of cancellation, the following amounts will be charged:

- up to 61 days before arrival: 20% of the total rental amount,
- from 60 to 35 days before arrival: 50% of the total rental amount,
- from 34 to 2 days before arrival: 80% of the total rental amount.
- 1 day before arrival and in the event of a no-show the total amount will be charged.

We recommend taking out a travel cancellation insurance.

Replacement tenant: The Tenant has the right to suggest a replacement tenant. The replacement tenant must be acceptable to the Landlord and must be solvent. The replacement tenant enters the contract under the existing terms. The Tenant and the replacement tenant are jointly liable for the rent. The receipt of notification by the Landlord is decisive for calculation of the cancellation fee. If the rental is terminated prematurely, then the entire invoice amount is due.

10. FORCE MAJEURE

If force majeure (environmental catastrophes, natural disasters, epidemics/pandemics, official orders etc.) or unforeseeable or unavoidable events prevent the rental or prevent the continuation of the rental, then the Landlord is entitled (but not obliged) to offer the Tenant a replacement property of equal value; all claims for compensation are excluded. If the service cannot be provided or cannot be provided completely, then the amount paid or the relevant portion is reimbursed; any further claims are excluded. In the event that there is an outage of machines, heating, boiler, Internet or other equipment, the Landlord attempts to take the measures necessary for quick repair. If outside companies must be called in however, so that the Landlord no longer has influence on the time periods necessary for repairing the outage, then all claims for reimbursement are excluded unless it can be established that the Landlord has acted in gross negligence.

11. LIABILITY OF THE TENANT

The Tenant is liable for all damages caused by himself or by those traveling with him. If damages are detected after return of the rental property, then the Tenant is also liable for these to the extent that the Landlord can demonstrate that the Tenant or those traveling with him have caused the damages.

12. LIABILITY OF THE LANDLORD

The Landlord is responsible for proper reservation and performance of the contract in accordance with the contractual terms. The liability of the Landlord is excluded to the extent permitted by law. Liability is excluded especially for actions and omissions of the Tenant (including those traveling with him), for unforeseeable or unavoidable omissions of third parties, for force majeure or for events that the Landlord, key holders, brokers or other persons called upon by the Landlord were not able to foresee or prevent in spite of due care.

13. DATA PROTECTION

Please see our privacy policy for more information.

14. INTERNET: ACCESS & USE

The option of free access to WLAN during the rental period is available. The Landlord does not accept liability for an outage. If the Tenant utilizes the Internet access, then the Tenant releases the Landlord from all damages and third-party claims based on illegitimate use of the Internet access by the Tenant or by those traveling with him for the duration of his stay. The Tenant bears the exclusive responsibility for all fee-based services or legal transactions that he has utilized, and he must pay any costs for these. This also applies to all costs and expenses that could arise in relation with illegitimate use of the Internet access or in relation with the use of this access in violation of the agreement.

15. APPLICABLE LAW AND JURISDICTION

Only Italian law applies. The location of the rental property is agreed to be the only jurisdiction. Legal regulations of mandatory application which cannot be amended by contract will take precedence.

Last updated: March 2022