

LE TRE PIETRE – TERMS AND CONDITIONS

TOURIST RENTAL

The rental of all the properties in Le Tre Pietre presented on the website have the legal nature of "Tourist Rental" and is concluded by the host.

PERIOD OF RENTAL

The property generally deals with weekly rentals, for a maximum of 4 consecutive weeks for the same client but it is possible to do short stays (5 nights minimum).

BOOKING PROCEDURE

Once the reservation by e-mail has been received and the availability for the requested period of the property verified, the stay will be reserved for the client by sending (via e-mail) the booking confirmation with the necessary bank details for the requested payment. The reservation is maintained for 48hours. The reservation is confirmed only when the payment of 30% of the total rental has been received.

In order to complete the reservation, the client has to send to the host the copy of the passport or ID of all participants 2 days before arrival.

RESERVATIONS MADE LESS THAN 5 DAYS FROM THE BEGINNING OF STAY

For reservations made less than 5 days from the beginning of the stay, the clients have to proceed with a single payment of the total amount of the rental at the time of the booking.

TERMS OF PAYMENT VALID FOR RESERVATIONS OF LEASES WITH MAXIMUM DURATION OF 4 WEEKS *

The confirmation mail contains the amounts and dates of the different payments due to complete the reservation, as follows:

- To be paid at the time of booking: 30% as DEPOSIT calculated on the total rental price.
- To be paid within 2 days prior to the beginning of lease: 70% as BALANCE to be paid by bank transfer or other solution to be agreed upon.

Fifteen days before arrival, the host will send:

- Directions to reach the property booked.
- Payment proforma.

CANCELLATION NOTICE

The present contract under Article 32 of the Tourism Code does not provide the right of withdrawal pursuant to the Legislative Decree of 6 September 2005, No 206 for contracts concluded at a distance. However, cancellation of the booking is possible prior the arrival, which does not include the day of arrival itself.

CANCELLATIONS VALID FOR RESERVATIONS OF LEASE WITH MAXIMUM DURATION OF 4 WEEKS

The cancellation of a booking, has the following penalties:

- 30% of the total price (corresponding to the rental price for the booked period) in the case of cancellation of reservation notified before and not later than 30 days prior the beginning of stay.

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- 50% of the total price (rental price for the booked period) in the case of cancellation of reservation notified between the 29th and the 15th day prior the beginning of stay.
- 100% of the total price (rental price for the booked period) in case of cancellation of reservation notified within 14 days of the beginning of stay.

CHANGES TO THE RESERVATION REQUESTED BY THE CLIENT

Changes requested on the property after a reservation has been confirmed, do not bind the host in the event these cannot be met. The host will do everything to satisfy the client's need.

RESPONSIBILITY AND COMPLAINTS

All the properties listed on the website have been photographed by the host. The descriptions published correspond to the state of the properties at the time of the photography.

Any minor deficiency related to the characteristics of the architecture and traditions of the location cannot be considered as a ground for complaint.

The host cannot be held responsible in case the property does not match the personal liking of the client, since the client has accepted the terms and conditions, which it is clearly requested to carefully read. Also, where children are present, we advise you to pay attention to the descriptions and photographs of the properties and to request further details to the host to ensure that the chosen property is suitable. The host cannot be held responsible if the client has not read the detailed description of the site correctly or has not requested the floor plan of the property.

Furthermore, no refund will be recognized to clients who leave the structure on request of the host due to lack of notification regarding people in excess or the presence of animals (the number of people in excess and the presence of animals must always be notified to the host and accepted by him) or in the absence of payment of the security deposit requested on arrival.

No form of refund will be given to clients who, in case of misunderstandings or problems, leave the property without prior written notice to the host, or to clients who decide to leave the reserved property earlier, with no valid reasons or serious inconvenience. No form of refund will be given to clients who decide to leave the property earlier without giving the host written explanation and justification in advance, or who have not properly consulted the website and have found conditions not appropriate to them, or without giving to the host the chance to extenuating circumstances.

The host does not recognize as grounds for complaint: weather conditions, presence of local fauna, mosquitoes and insect bites (the presence of "wandering" animals may occur considering the geographic location of the structures, especially if the location is in isolated areas and/or in the countryside).

The host does not recognize as grounds for complaint the lack of electricity, if this does not depend on the host, or due to force majeure.

The host also, unless otherwise noted in the booking documents, cannot guarantee the potability of the water in the properties.

The host declines any liability for possible inconvenience caused by third parties, i.e. maintenance of public roads or restoration of buildings or similar in proximity to the rented properties. Moreover, the host refuses any responsibility for personal items and/or of value left unattended inside the property, especially if no preventive measures have been taken.

USEFUL INFORMATION

The roads and distances to the structures of the host are mostly country houses, located in uncontaminated and quiet places; this is the reason why the roads leading to the properties are partially unpaved, sometimes not very large.

The host cannot be blamed for adverse weather conditions that make roads more difficult to drive on or if customers are not experienced in driving on unpaved roads.

SERVICES AND EXTRA COSTS

Every property's profile, in the section dedicated to the prices, clearly displays what is included and what is not included in the rental price. The additional services, as extra cleaning or change of linen (where it is possible to offer these services), are on request and can be booked prior the arrival. After that term, the confirmation is subject to the availability of the supplier.

Heating cost: 25Euro per day

Change of linen and towels: 25Euro

Additional Cleaning: 25Euro/hour

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Electricity cost: included.

Use of the heating and air conditioning: The use of heating and air conditioning, regarding temperature and period of use, is regulated by laws which vary from region to region. In general, heating can be used from November to April, for a maximum of 8 hours a day, whilst air conditioning can be used during the summer months (the regulations regarding the on and off period and temperature varies from region to region). Clients must follow these rules without fail.

USB for internet connection: Regarding Wi-Fi connection (the subscription is made by the host) the property is in the countryside and in areas far from the town centres, and for not broadband connections, slowing down or malfunctioning can occur and be caused by atmospheric agents, network instability, and/or causes not attributable to the host. In case of malfunctioning, the host will do their best in order to solve any inconvenience, but we would like to specify that some connections could not be proper for works requiring the download of a big number of megabytes.

It is not permitted to charge electric cars in the absence of a specific charge point and without the consent of the host; in the event of failure to comply with this rule, the client will be required to pay any extra costs resulting from the use for the charging and any structural damage caused to the electrical system and/or to the property.

ARRIVAL AND DEPARTURE TIMES

At the day of arrival, the expected arrival times are between 5.00 pm and 7.00 pm, unless otherwise specified in the property information sheet. The customer is recommended to communicate their arrival time in advance so that the host is informed to welcome the customer. Self-checking is available for all properties. Departure from the property will be in the morning between 10.00-11.00 am, allowing access to the host to check the state of the property. If guest's check-out before 08.00 am the host has to be informed at least 12 hours beforehand.

ARRIVAL AT THE PROPERTY

On arrival at the property clients are asked to present their valid ID (passport or identity card) to the host for registration as required by Italian law, if not communicated before. Without these documents access to the property will be at the discretion of the host.

SECURITY DEPOSIT

The customer is requested to pay the security deposit 200 Euro on the balance or on arrival.

The coverage starts from the moment the tenant receives the keys to the property and ends when he returns them at the end of the stay. Before the property is left, it is necessary that the host checks with his guests that the state of the property is unchanged from the time of check-in. If during the rental of the property, accidental damage to the property occurs, the deposit will be used for the replacement or repair of the damaged goods.

In the event of accidental damage caused by customers, the host must sign the relevant form indicating any damage that has occurred with true, exact, and complete statements. In this case, the customer is required to sign the form for acknowledgment and confirmation of the damage caused. The client's insurance, if any, or the client, has to cover the damage.

NUMBER OF GUESTS AND THEIR IDENTIFICATION

At the time of booking, clients are required to deliver the names and ages of the people who will be staying in the property. This number (adults – children – infants) may not be exceeded in any way. In the case of changes in the number of people present or in the arrangement of the bedrooms upon arrival, if the host has not been previously informed, and has not accepted any changes, he will not be required to respect them. Should it be in his power to satisfy the clients, they will still be obliged to pay the required supplements.

La Casetta: 5 people standard / 2 people additional
La Studio: 4 people standard / 2 people additional
L'Appartamento: 4 people standard / 2 people additional

Additional people will pay 30Euro/night

Events in the villa: the properties are not suitable for hosting events.

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INFANTS 0-24 months:

The host will be happy to provide cots and highchairs for the children free of charge.

PETS

At the time of booking the client is required to communicate any pets he will be bringing with him, indicating the number and size. The host can refuse access to clients who bring pets without having notified it at the time of booking or can refuse to accept pets when the number seems excessive for the property, or the characteristics of the animals are not suitable for the property.

The price per stay is 30Euro per pet.

HOUSECLEANING

Initial and final housecleaning are included in the rental price. Properties must be returned in good hygienic conditions in all parts and accessories. If not, the client will be required to pay the host the cost needed for cleaning. If the guests do not dispose of waste from the property, the host may ask for an additional charge for this service. The kitchen must be left clean and tidy. If, for any reason, including time, guests cannot clean the kitchen and the furnishings/fittings before their departure, the host will be entitled to request an extra charge for it to be cleaned.

MAINTENANCE OF THE POOL AND PARK

The pools will be open from May to September. Any pool opening outside the indicated period will be agreed with the host and will require payment of an additional charge.

The gardeners and property host in general constantly work hard to keep the park in excellent condition at all times. However, it should be noted that the state of the lawns of the properties may not comply with the photos published on the site in the event of periods of severe and prolonged drought and / or if there are municipal / government ordinances that rationalize or prevent the consumption of water for irrigation uses. In this case, the host cannot be held responsible for any pejorative state of the gardens.

POOL RULES

1. No running.
2. No diving.
3. Supervise kids. Young children (below 12 years old) should be always monitored by an adult / family member.
4. Toddlers must wear swim diapers.
5. No more than 10 swimmers at a time.
6. No animals in the pool
7. No glass bottles or food in or around the pool

POOL - RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

PLEASE READ CAREFULLY. BY READING THIS, YOU CHOOSE TO WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

By swimming in the vacation home pool, the client recognizes and fully understands certain things, including:

- A no time is there a lifeguard on duty, the client is responsible for the use of the pool.
- The client uses the pool facilities during the stay and knows that it involves certain risks, including but not limited to:
 - The risk of injuries resulting from tripping or falling over obstacles in the pool area
 - The risk of injuries resulting from unsupervised swimmers colliding
 - The risk of other injuries resulting from participating in any action in the pool.
- The client recognizes and fully understands that the above list is not a complete or exhaustive list of all possible risks.
- Accidental or force majeure failures that may cause the pool to malfunction are not the fault of the Host.

In exchange for the host allowing the client to utilize the pool and area during the stay TO WAIVE ANY AND ALL CLAIMS relating to the use of the pool and pool area,

EXCEPTIONAL MAINTENANCE AND INTERVENTION

In the event of exceptional maintenance or intervention essential for the smooth running of the holiday the clients may not in any circumstances prevent access of the host to the property or the house. It is understood that the host will always provide prior notice

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and will require the presence of the guests themselves, it being understood that where guests cannot be present during the work progress, the hosts or their representatives can however enter the houses, if necessary, to carry out any repairs.

TOURISM TAX

Based on the provisions of art. 4 of the Legislative Decree n. 23 of 14 March 2011) Italian municipalities with a prevalent tourist vocation can apply for the tourist tax, intended to finance interventions in the field of tourism including those in support of accommodation facilities, the maintenance, use and recovery of cultural and environmental assets, as well as local public services. The tax is applied to each overnight stay (i.e. for each person and for each night between 1.50Euro to 5.00Euro), and is included in the price calculated for the clients.

RULES OF CONDUCT

Guests are kindly requested to comply with the standards of conduct in force in our Country, regarding good behaviour, and to have great respect for the other hosts and the structure in which they are staying. It is forbidden to move furniture around in the house, to take furniture and furnishings outside the house and/or to use them in a different way to which they should be used. In the event in which a guest does not respect the standards of good behaviour and this results in damage to the structure or the furnishings therein or to the outdoor equipment regarding the garden and pool, the host will have the right, at his sole discretion, to consider the lease terminated via verbal communication to the guest and ask for the immediate removal of the client from the property with the right to appeal also to the police.

TREATMENT OF PERSONAL DATA

Personal data and other elements acquired by the host during the course of the assignment, will be subject to secrecy and will be treated in compliance with the privacy and the rights of the person through the systematic application on our part of appropriate measures of protection and guarantee prepared both for paper and electronic processing of data and measured to the specificity of the data itself (simple personal data or sensitive or judicial data). Pursuant to the effects of the Legislative Decree 196/03 we inform the client that his personal data will be processed only for purposes determined by the contract for such purposes (including for accounting and administrative purposes).

All the documents are written in Italian and English (used as the official international language), all rules and regulations are determined and enforced by Italian Law.

Arzachena, Sardinia, Italy