

## **GENERAL RENTING CONDITIONS**

### **BOOKING CONDITIONS**

Booking's request, through telephone, fax, mail or e-mail, must be addressed to Agency Viscardi, which would confirm the booking according to real availability. From the confirmation onwards, client, within has to provide 15 days, with sending a deposit of 30% of the renting amount, with a minimum of € 60, through bank credit, money-order, cheque or cash.

By receiving the deposit, Viscardi will send booking's confirmation with renting conditions that client will send back, when underwrote, to Agency. Stay's settlement has to be done by collecting keys the day of the arrival.

The price in Euro considers the stay from Saturday to Saturday and includes:

The stay in the apartment expected by booking

Hot and cold water consumption, electric energy, taxes for refuse's removal

Apartment completely furnished as in the inventory, without bed linen, bath-linen and kitchen-linen.

Obligatory extra charges, mentioned in Viscardi price list.

### **DOCUMENTS REQUESTED**

At the arrival, client has to produce an identity document of all the people that will stay in the apartment, included adults and every age children.

Persons can never be greater in number than available beds expected from Viscardi's price list.

In case there should be more persons than the admitted ones, Viscardi can refuse to give client the apartment's keys and nothing will be refund to him.

The client, at least, underwriting attendance form, makes himself liable for the communicated data.

### **DELIVERY OF THE APPARTMENT**

The delivery of the apartment is on Saturday from 16.00 to 19.00 and the departure is from 8.30 to 10.00.

The client, at the arrival, has to control that the apartment is in good order and that the inventory is in conformity with the one prefixed. Any anomaly and/or lack must be reported within and not later than 12.00 of Sunday morning.

Otherwise anomalies or lacks checked during the control by agency Agency Viscardi would be charged to the client the day of the departure.

If the client expects to arrive or to live out of prefixed time he must agree it in advance with agency Viscardi.

No refunds for late arrivals.

### **THE PRECEPTS OF BEHAVIOUR**

The person in whose name the booking is made, is answerable for himself and for all the

People who are guests so that they take care to building's regulation in particular:

A – silence from 22.30 to 07.30 and from 13.30 to 16.00

B- prohibition to use clogs in the apartment or on the stairs

C – prohibition for the children under 12 years to use lift or others equipments, if not in adult's company.

D – the use of swimming pool, where present, during prefixed timetables.

E – to throw away rubbish in prefixed boxes for differentiated harvest, which are situated in chosen places

F – that it won't be used electric stove or electric hot plates

G – that agency, through the own personnel, can inspect the apartment in case of need

H – that agency, directly or through external engineers, can enter in the apartment for ordinary upkeep interventions

I – that all the guests use always bed linen. Otherwise it will be debited charges for washing them, in accordance with price list.

J - Those eventual anomalies would be reported in time

### **8 ) PETS**

On request, to get express permission from Viscardi

### **9) DEPARTURE**

The apartment must be free within 10 o' clock of the fixed morning. The client has to leave within office hours, so that our staff can control the state of cleanliness and of repair.

Agency Viscardi, if requested, can authorize departure during the night or outside office hours, but in this case reserves itself the right to deduct the deposit, about which we will talk in the next point, and to send it back through post after the controls, after the deduction of post's expenses. Apartment must be left in order, free from rubbish, bottles and boxes, with inside shelves of the

Furniture cleaned. The kitchen wares have to be washed, the refrigerator empty and defrosted (letting refrigerator's door open).

**10) Stay's price is prefixed from the booking confirmation.**

Revision of booking's conditions, for example price, could be done just for causes, which don't depend on agency's will.

Revision's causes could be: increase of public taxes on beach, increase in gasoline's price.

No price's revision in the case that prices fluctuate between plus or minus 3%.

### **11) CONTRACT'S ASSIGNMENT**

If client couldn't enjoy the booked stay, he can cede the contract to a third person, only if the person is able to satisfy all the conditions and necessary requirements; in such a case the client must communicate to agency the intentions of handing over the contract through a registered letter A/R, or in a case of need, through telegram or fax, which has to be received within 4 working days before the beginning of the stay, indicating name and address of the person who is going to enjoy the stay.

The person who is ceding the contract has to be in agreement with the person who is going to enjoy the stay, for the payment of booking rights.

### **12) RECEDING AND CANCELLATION**

The client has the right to withdraw from the contract, without paying penalties in the following cases:

increases of the price indicated in Viscardi's pricelist of more than 10%

Partial alterations of the requested bookings after the contract's signature from Viscardi and not accepted from the client

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It's to underline, by the way, that client must communicate, putting down in writing, within 2 days from the receipt of the variant's proposal from agency Viscardi, if he will accept or withdraw from the variant's proposal.

In the above mentioned hypothesis is included also the case in which agency Viscardi cancels the stay, before it begins, for any reason, except if it's client's fault whom will have following options:

to enjoy of an equivalent accommodation or, if not possible, superior without extra pay, or an accommodation of inferior quality with the restitution of price's difference.

To receive the part of given price, within 7 working days, from the moment of the communication of the intention to withdraw or accept the alternative proposal.

The client hasn't anyway the right to get any compensation for the possible greater damage when the stay's cancellation depends on circumstances beyond one's control and if communicated to the client almost 20 days before the date, fixed for the beginning of the stay.

### **13) CLIENT WITHDRAW**

When client has the will to withdraw the contract, out of the above-mentioned cases, following penalties will be imposed:

Within 30 days before the arrival, the total amount of the deposit sent

Between the 19<sup>th</sup> and the 15<sup>th</sup> day before the arrival: 50% of the amount

Between 14<sup>th</sup> and third day before the arrival: 75% of the amount

from the third day before the arrival 100% of the amount

### **14) RESPONSABILITIES OF VISCARDI**

The responsibility of agency Viscardi towards the client for eventual damages caused because of a faulty fulfilment of the obligation prefixed in the contract is regulated by laws and conventions above mentioned.

So, in none case, the responsibility of agency Viscardi towards client, could go beyond limits prefixed by law and conventions above mentioned.

Except, anyway, the responsibility of agency Viscardi when the breach, complained by the client, depends on him or can be attributed to a third person or to the furniture of the services prefixed by this contract. It means it can be attributed to a third person or to the furniture of the services prefixed by this contract, it means it can be attributed to a chance case or to circumstances beyond one's control.

15) The client, pursuant to art. 2 L.111/95, must report-putting down in writing-the complaint through registered letter A/R, to the organisation the differences and errors of the tourist package, as well as the breaches in its organisation and achievement when they're taking place and- when not immediately possible to do- within 10 working days from the date of the prefixed return to the starting-resort.

When complaints are presented in the place where the tourist services take place, organisation must give to the client necessary assistance to find a prompt and right solution.

In the case of complaint presented at the end of the stay, organisation must guarantee anyway a prompt answer.

### **16) DEPOSIT**

The lodger promises to take care of the apartment and of the domestic equipments ( kitchen wares –refrigerator - mattresses); possible breakings or damages must be indemnified for the amount reported in the pricelist.

As a security of the punctual respect of the above mentioned things and of the lodger's commitment to let the apartment in order, at the moment of collecting keys the client must give the deposit to agency Viscardi as mentioned in the price list.

The deposit is a bearing no interest thing, and it will be given back at the end of the location, after the control of the apartment's conditions.

### **17) THE COMPETENT COURT**

For any controversy, the competent court is the one where Viscardi has its seat.

### **18) PRIVACY PROTECTION**

In accordance and for the effect of privacy's law 675/96 about " protection of other persons and other subjects as regards the treatment of personal data". We inform you that personal data included in the booking's form, will be treated from agency Viscardi, according to law, only for the purposes connected, to the realization of the booking service and the mailing of the catalogue.

The writing up and the mailing of the booking confirmation, produces client's consent for the treatment of personal data, included in the form for the above mentioned purposes.

### **19) OBLIGATORY COMMUNICATION**

Pursuant to art. 16 of law: Italian law punishes with the imprisonment, crimes connected with prostitution and pornography of minors, even if the crimes are committed abroad