#### **TERMS AND CONDITIONS**

#### **Article 1 General**

These general terms and conditions apply to all reservations at one of the 3 homes at Casa SantAnna.

#### **Article 2 Definitions**

Landlord is the person who allows (rents out) the relevant property and is also the owner of Casa SantAnna.

The tenant is the person who will be able to use the relevant house for a certain period of time.

### **Article 3 Furnished holiday rental**

The rental of the houses concerns furnished holiday rentals with a maximum rental period of 3 months.

#### **Article 4 Reservation**

A reservation is valid from the moment the owner has received the required down payment. Paying this means that the tenant has taken note of and agrees to the general terms and conditions stated here and the complete description of the property that he has rented. The prices are in euros and are per house per week or other agreed period, if so stated on the booking confirmation.

## **Article 5 Payment and agreement with conditions**

The final confirmation, as described in Article 4, obliges you to transfer 70% of the total amount to the owner within 10 days after the final confirmation. The remaining 30% must be paid no later than 6 weeks (45 days) before the start of the rental period. A "last minute" booking, i.e. within 6 weeks before the start date of your stay, must be paid 100% immediately upon reservation. The full 100% of the total amount must in any case be paid at the start of the rental period. In the absence of timely receipt of amounts due, a booking will automatically lapse. In that case, the landlord (the owners of Casa SantAnna) reserves the right to rent the house to another party.

## **Article 6 Cancellation by tenant**

Any cancellation must be confirmed by email to the owners of Casa SantAnna. The cancellation takes effect from the day the owners of Casa SantAnna receive the cancellation. In case of cancellation by the tenant, earlier than 90 days before the date of arrival, the tenant pays 30% of the total rent. In case of cancellation between 89 and 45 days before the date of arrival, the tenant pays 50% of the total rent. In case of cancellation within 45 days before the date of arrival, the tenant pays 100% of the total rent. Without cancellation (read: if the tenant does not arrive at the rental property), the tenant always owes the full rent and additional costs. We recommend that you take out cancellation and travel insurance.

### **Article 7 Cancellation by the owner**

In case of force majeure or unforeseen circumstances, the owner can cancel the reservation. In this case, the owner will refund the costs already paid in full or in part without owing any compensation. As a contracting party, the owner is obliged to inform the tenant of the cancellation and the circumstances of the force majeure. The owner is never liable for the costs of any services reserved by the (co-)tenant himself (for example: airline tickets, car rental, boat crossing, bus/train travel, hotel stays, etc.).

### **Article 8 Availability**

In high season, Casa SantAnna is available from Saturday to Saturday. High season are the months of June, July, August and September. Arrival Saturday from 4-6 pm, departure Saturday before 10 am. In consultation, other days may be possible in the early and late season. Such as Monday to Friday, and Friday to Monday. Also for the low season, arrival from 4-6 pm, departure before 10 am.

### **Article 9 Deposit and cleaning**

When booking, the tenant pays a € 500.00 deposit, which the tenant receives back within 10 working days after departure, provided that nothing is missing or damaged during the duration of the stay. Minor damage or loss will be deducted from the deposit immediately. You are kindly requested to report damage or loss directly to the owners of Casa SantAnna. Every tenant is at all times expected to leave the holiday home clean and tidy. If this has not been done or has not been done sufficiently, the extra cleaning costs will be deducted from the deposit.

When booking, the cleaning costs per rented week are included.

### **Article 10 Liability**

The provision and use of CasaSantAnna, including the outdoor areas and swimming pool, is based on mutual trust and respect for our property. Renting Casa SantAnna, including outdoor areas and swimming pool, is entirely at the tenant's own risk, i.e. we, the owners of Casa SantAnna, are in no way liable and cannot be held liable in any way for any damage suffered by the tenant and co-tenants. Any damage and or injury suffered in our house or on our premises, in any form whatsoever. The tenant is liable for any damage caused by him or his/her co-tenants. We therefore recommend that you take out good travel insurance and/or liability insurance.

The owners of Casa SantAnna accept no liability for (this is not an exhaustive list):

Temporary outages or malfunctions in and around the house of, for example, water and / or energy management, internet connection, heating installation, nor for changes in access routes, traffic connections, etc. The owners of Casa SantAnna will, within their capabilities, repair malfunctions as quickly as possible.

Noise nuisance, for example due to building and construction work, street works, etc. around Casa SantAnna.

Theft, loss, damage or physical injury, of any nature whatsoever, during or as a result of a stay at Casa SantAnna.

The non-performance or partial performance of the rental agreement in the event of force majeure or unforeseen circumstances.

Obvious errors or mistakes on its website or other notices.

Possible nuisance from insects and other animals. Of course you can always ask the owners of Casa SantAnna for advice or measures in case of any nuisance.

#### **Article 11 GSM**

The houses of Casa SantAnna are located between the hills and in a rather isolated environment. You should realize that the signal strength of the (mobile) providers is not always and everywhere optimal. There is no GSM coverage in some places on the site. We are equipped with a WiFi connection in all homes and at the swimming pool area. If you want to call, we therefore recommend that you do this via Whatsapp.

## **Article 12 Smoking and Pets**

Casa SantAnna is completely non-smoking. Smoking in the house is therefore not allowed. Outside of that, please exercise the necessary caution for the environment. Pets are not allowed.

# **Article 13 Number of persons**

The house is suitable for a stay of up to 6 people in Casa Gemma and Casa Giuseppe. In Casa Torre up to 4 people. It is therefore not allowed to stay in the relevant house with more than 6 or 4 people. Except when it comes to a baby in a baby cot.

#### **Article 14 Rent**

Unless stated otherwise, the rental prices indicated on the website are per week and include VAT, electricity, water, bed linen, towels, cleaning (per week) and tourist tax. The electricity for the charging station of the cars is not included in this price and must be paid by the tenant on the spot.

# **Article 15 Duty of care**

The tenant has the right to use the property, including the furniture and facilities. It is the tenant's obligation to use the property including all facilities with the utmost care. It is the duty of the tenant to give immediate notice during the period of rental of any damage caused by the tenant or their guests and to replace it if necessary. In this context, you must leave the inventory of the house in the same condition as you found it at the time of your arrival.

# **Article 16 Damage and malfunction**

In the event of unforeseen damage (e.g. leakage), the tenant is obliged to

minimize or avoid the damage and to report this information immediately to the owner.

#### **Article 17 Children**

Children must be supervised and clearly warned of dangers in and around the house by their parents or those responsible for them.

### **Article 18 Use of swimming pool**

If your booking falls outside the period from May to October, the pool may be closed. The pool is connected to solar panels. With this we try to extend the swimming season as much as possible.

The use of the swimming pool is entirely at your own risk. Never leave children who do not have a swimming certificate alone. Always have an adult at the pool when they are there. Never allow children without a swimming certificate to come near the swimming pool without swimming rings. The pool is 1.30m deep. Diving is therefore not allowed.