

GENERAL CONDITIONS

1. Preamble

The General Conditions expressed as follow regulate the terms and conditions applicable to the stipulated Contract between the Client and the Society Enal srl (the Society) for temporary purpose and have for object the building located nearby the Luna Rossa Residence.

2. Booking and drawing up of the Contract

2.1. Selection of an apartment: The Client can ask information about the availability and prices of the apartment sending an e-mail to the address info@lunarossaweb.com . The Client can also freely contact and supply the necessary information directly via telephone or fax, calling 00 39 06 233232643.

2.2. Booking procedure: In case of match between the Client's request and the Society's offer, this one will send to the Client, via e-mail or fax, the Contract with the proposal relative to the booked apartment and selected services, specifying the address, the rental period, the number of persons, the Rental Price (art. 3.1.1), the Advance (art.3.1.2), the Debit (art. 3.1.3), the eventual Extra Costs (art.3.1.4) and the Guarantee Deposit (art.4). In case of agreement the Client will have to sign and to send the Contract back to the Society via fax **within 5 days since the dispatch of it** (it will be considered the data of the e-mail or fax sent by the Society).

2.3. Drawing up of the Contract: The Contract will be considered valid when the Society will receive it back properly signed in conformity with what has been foreseen at the previous 2.2 article and when the payment relative to the Advance will have been done in conformity with the art. 3.1.2 (Advance).

3. Price and Payment

3.1.1 The **Rental Price** on the Contract corresponds to the price of the entire rental period. It is agreed that if it is not differently foreseen in the Contract, the indicated price will include the final cleaning, gas, light and water consumptions.

3.1.2 The **Advance** corresponds to a payment of the **50%** of the Rental Price and the eventual Extra Cost requested by the Client. This payment will have to be done **within 5 days since the data of the sending of the Contract**, through a proper Bank Transfer.

3.1.3 The **Debit** corresponds to the difference between the Rental Price and the Advance and has to be paid **within 15 days** before the beginning of the rental except for different agreements expressed in the Contract.

3.1.4 The **Extra Cost** is referred to the cost of the optional services. They can be selected at the moment of the booking and in this case they have to be included in the Contract; otherwise they can be booked and paid directly in loco during the check-out.

3.2 The Client will pay the Rental Price according to the terms and conditions of the Contract.

4. Guarantee Deposit

The Client will pay a guarantee deposit of **100 Euro** at the beginning of the rental period. At the end of the rental period the Society will verify with the Client the apartment and highlight the eventual damages. In case of no damages, the guarantee deposit will be completely return by the Society to the Client within 5 days after the ending of the Contract. It is agreed that in case of damages verification caused by the Client to the apartment, the Society has the right to keep the guarantee deposit except, in any case, of its right to a major compensation due to any major damage caused by the Client.

5. Duration, monthly notice and cancellation of the Contract.

5.1. The duration of the Contract will be expressed in the same Contract.

5.2. In case of a booking cancellation before the beginning of the rental period, the Society has the right to keep the amount of the Advance paid by the Client at the moment of the booking; in case of cancellation during the rental period, the Society has the right to keep the entire amount of the Rental Price, previously paid by the Client.

6. Replacement of the Building (apartment)

If the Society, in case of major causes or of any other eventual reason independent from its own will, is not in conditions to guarantee to the Client the enjoyment of the building, it reserves the faculty to substitute the building with an other building of the same or superior quality. If the Client, for reasonable and proved reasons rejects the proposed alternative, the Society will refund the Client the amount paid until that moment by the Client. No other amount will be paid by the Society to the Client.

7. Arrival and departure

7.1. The keys of the building will be given in loco to the Client from the responsible of the Society, in the place and time previously agreed. The Client will communicate immediately any eventual delay to the Society and to the Responsible of the building. The check-in is within 14:00 and 19:00 while the check-out is foreseen with no possibility of delay within 10:00 a.m. Major delays or without any advisement and **check in/out** out from the foreseen timing and during Sundays and holidays, will imply an extra cost of **euro 20,00**.

7.2. At the moment of the key's delivery, the responsible of the Society will give to the Client a form in which a description of the state of the building, of its belongings, of its enclosed structures and of its wells content in it, will be expressed. The Client will have to sign this form, and it is agreed its right to indicate by writing any eventual consideration.

8. Obligations of the Client.

8.1. The Client commits himself to do not accommodate in the building a superior number of persons from the one indicated in the Contract. The non-fulfillment of this obligation will mean the application in favor of the Society, of a 50% penalty on the Rental Price relative to the total rental period for any exceeding person, and it will immediately end the staying of the Client in the Residence, with no obligation of the Society to return any amount.

8.2. The Client commit himself to use the building with attention, refraining himself from doing anything that can cause any damages to the building or/and to its structures or/and to its wells contented in it. The Client also commit himself to use the building in a way that doesn't disturb the other residents or the ones close to the building.

8.3. The Client commit himself to return the keys of the building according to what has been agreed with the Society.

8.4. The Client commit himself to do not copy or/and deliver to third people the keys of the building and to do not let know to third people eventual secret codes to access to the building. The lost of the keys will imply the compensation for the cost of a new lock and 4 new bunch of keys.

8.5. The Client commit himself to observe, during all the rental period established in the Contract, the ordinary cautions and precautionary measures to avoid the entrance of extraneous in the building. It is agreed that in case of not respecting this obligation, the Client will be responsible of the eventual damages caused to the building or/and the wells contented in it.

9. Faculty of access to the building

The responsible of the Society or/and the ones from it delegated to do it, identifiable under the Client's request, will have the faculty to access in the building in order to repair or maintain that will be necessary. Except in case of emergency, the Client will be always previously informed.

10. Animals

Except from expressed written authorization, it is agreed that the Client cannot bring any kind of animals in the building.

11. Suspension of the consumptions

The Society won't be responsible for any eventual suspension and/or interruption of the supplying of energy and/or gas and/or water due to external reasons.

12. Expressed and resolute clause.

12.1. The Society will have the faculty to rescind the Contract through written communication to be sent to the Client via fax in the following hypothesis:

a) in case of partial payment from the Client of the Advance and/or the Debit according to the formalities established in the Contract (art.3) or

b) in case of nonpayment from the client of the guarantee deposit indicated in the Contract according to the foreseen terms and conditions or

c) in case of behaves contrary to the well running of the building (art.8)

12.2. In the hypothesis at the previous point a), the Society will have the right to retain, as penalty, the Advance relative to the permanency and that has been previously paid by the Client according to the Contract.

13. Responsibility restriction

It is agreed in the limit of what it is allowed by the law, that the amount for the eventual damages that have to be paid by the Society to the Client in relation to the Contract, won't be superior to the amount effectively paid by the Client to the Society in relation to the Contract.

14. Theft

The Society won't be responsible of eventual thefts to the Clients.