



Distinctive Holiday Villas and Apartments

Terms and Conditions

Chris Gardner and Co.¹ from BELLA COMO S.A.S, located in Como, Via Dante 25, VAT NUMBER 03148480134, in their capacity as the manager of the property, subject matter to this contract, is now called "**Agency, Bella Como**"

LETS FOR TOURISTIC PURPOSE ONLY

The property requested subject to the following conditions:

1. The duration of the stay is established according to the booking period.
2. The use of the apartment is strictly for living purposes. The parties declare that the property is for touristic purpose only. For any other use, Bella Como reserve the right to cancel the contract and proceed with a compensation claim.
3. The rental fee for the duration of the contract is agreed according to the booking. The fee includes all the costs of electricity and gas.
4. The Tenant exonerates the Agency from any responsibility for damages caused

directly or indirectly by the Landlord or by any faulty services.

5. The Tenant cannot sublet the said property and the number of people occupying the property cannot differ to the number of people declared on the contract.
6. Bella Como and the Tenant agree to inform the third parties with all the personal details relating to the fulfilment of the rental contract (law 31st December 1996, number. 675)
7. The two parties clearly refer to the regulations of the matter although it is not included in the contract.

BOOKING REGULATIONS

Once the booking is made the Tenant must accept all the terms and conditions of the property as listed in the contract.

Bella Como can only accept bookings made by either fax, email or internet, that is to say any method Bella Como accept. Booking will be confirmed in writing by Bella Como.

Once the booking is confirmed, the Tenant will pay Bella Como an amount of 25% of the rental fee as a non-refundable deposit seen in article 13386 c.c. The payment will be made either by a money transfer or credit card in which are shown all the details of the property and the Tenant. Bella Como will accept other forms of payment which must be agreed in advance.

BALANCE

The full balance must be received no later than 1 calender month before the commencement of the rental, all the documents proving that the payment has been made, must be sent. The method of payment must be as stated as in the above paragraph. Full payment must be received otherwise the booking will be cancelled.

PENALTIES IN CASE OF CANCELLATION

In case of cancellation listed below are the penalties for cancellation:

- 90 days before commencement of the contract 25% of the full cost
- 60 days before commencement of the contract 35% of the full cost
- 30 days before commencement of the contract 50% of the full cost
- 29 days before commencement of the contract 80% of the full cost
- 2 days before commencement of the contract 90% of the full cost

DEPOSIT

The Tenant will agree to pay the deposit in accordance to the terms and conditions, as shown in the contract. On condition there are no reported damages to the property and its contents, the full deposit will be returned to the Tenant.

OCCUPYING THE PROPERTY

The Tenant can collect the keys for the property at the Agency from 3 pm to 6.30 pm and they must be returned by 9.30 am on the last day of the rental. Late arrivals at a different time from that shown above will incur a payment fine of 50 Euros per property. Bella Como is not authorized to wait for guests arriving later than the time stated above unless the delay has been communicated on the phone within the office hours by the Tenant.

No arrivals and handling of the property will take place after 10 pm unless agreed in writing in advance. The keys will be handed over only after payment has been made in full: deposit plus fee. The Agency has the right to substitute the property with another property of the same quality, type and location in case the property booked is no longer available due to causes not to be attributed to the Agency (fire, uninhabitable etc...)

NUMBER OF PEOPLE

If the number of people staying in the property is higher than the number

authorized, the contract will be cancelled (art.1456 c.c.)

FAULTS

The Tenant will inform Bella Como within 24 hours from collecting the keys of any fault of the property or the contents – appliances, furniture etc...- If the damages and defects are not reported, they are believed to be known, accepted and considered not relevant when the contract was completed.

DAMAGES AND RESPONSABILITY

Any damages to the property or the furniture caused by the Tenant will be charged. Neither the Owner or the Agency can be held responsible by the Tenant of any direct or indirect damages, particularly for damages due to malicious acts by a third party, bad weather condition, fires, robbery, damages, injuries, negligence or omission of services chargeable to third parties, interruption of essential services such as gas and electricity.

RULES

The Tenant conduct themselves in a normal and a civil behaviour whilst living in the property.

CONSUMABLES.

Heating, electric and gas costs are included in the rental fee.

DEPARTURES

The keys must be returned to the Agency at the end of the stay by 9.30 am. The Agency will return the deposit after checking the condition of the property and the contents.

EARLY DEPARTURE

In case of early departure, the booking fee is not returned. No refunds are

applicable.

JUDICIAL COURT AND APPLICABLE LAW

In case of controversy the Court where the property is located, will take over.

This is Italian Law.