

TERMS AND CONDITIONS

Bella Como Rentals di Karen Counter & C. Sas, located in Como, Via Leone Leoni 27, VAT NUMBER 03285610139, in their capacity as the manager of the property, subject matter to this contract, is now called "Agency, Bella Como Rentals"

LETS FOR TOURISTIC PURPOSE ONLY

The property requested is 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 reserves 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 unless otherwise stated. Extra heating charges may be incurred during winter months or periods of inclement weather.
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 sub-let the said property and the number of people occupying the property cannot differ to the number of people declared on the contract. Smoking is prohibited inside any of the properties and pets are not allowed unless otherwise agreed at the time of booking. Parents remain responsible for children at all times.
6. Bella Como and the Tenant agree to inform the third parties with all the personal details relating to the fulfillment 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

8. Once the booking is made the Tenant must accept all the terms and conditions of the property as listed in the contract.
9. Bella Como can only accept bookings made by fax, email or Internet, that is to say any method Bella Como accept. Bookings will be confirmed in writing, via email 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 as long as agreed in advance.

BALANCE

10. The full balance must be received no later than one calendar 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

11. In case of cancellation listed below are the penalties:
 - 90 days before commencement of the contract 25% of the balance payment
 - 60 days before commencement of the contract 35% of the balance payment
 - 30 days before commencement of the contract 50% of the balance payment
 - 29 days before commencement of the contract 80% of the balance payment
 - 2 days before commencement of the contract 90% of the balance payment

As stated in Paragraph 9 the deposit is non-refundable if the tenant cancels the booking.

SECURITY DEPOSIT

12. The Tenant will agree to pay the security deposit in accordance to the terms and conditions, as shown in the contract i.e. either by cash or by pre-authorized credit card. On condition there are no reported damages to the property and its contents, the full security deposit will be returned to the Tenant at the end of their stay.

OCCUPYING THE PROPERTY

13. The Tenant can collect the keys for the property at the Agency or be met at the property by an agent between 3pm to 6.30pm. Keys must be returned by 9.30am on the last day of the rental. Late arrivals at a different time from that shown above will incur a payment fine of up to €50 per property as follows:

Between 6.30pm and 10pm the charge is €30. Between 10pm and midnight the charge is €50.

Bella Como is not authorized to wait for guests arriving later than the times stated above unless the delay has been communicated and agreed upon by phone, within office hours by the Tenant. There is no arrival service available after midnight.

14. The keys will be handed over only after payment has been made in full i.e. deposit plus balance payment. 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, leaks, uninhabitable etc.).

NUMBER OF PEOPLE

15. 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

16. The Tenant will inform Bella Como within 24 hours from collecting the keys of any fault of the property or the contents e.g. 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 RESPONSIBILITY

17. 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 conditions, fires, robbery, damages, injuries, negligence or omission of services chargeable to third parties such as interruption of essential services like gas and electricity.

RULES

18. The Tenant must conduct themselves with a normal and a civil behavior whilst living in the property. Any condominium rules and regulations published in, or displayed around the property must be adhered to.

CONSUMABLES

19. Cleaning, bath towels and linens, electric and gas costs are included in the rental fee unless otherwise stated. There may be an extra charge for heating during winter months or inclement weather - please refer to the individual property booked.

DEPARTURES

20. The keys must be returned to the Agency at the end of the stay by 9.30am. The Agency will return the security deposit within 24 hours after checking the condition of the property and the contents. Departures before 9.30am need to be agreed with the Agency beforehand and may incur a callout fee.

PREMATURE DEPARTURE

21. In case of premature departure from the property, the booking fee is not returned. No refunds are applicable.

JUDICIAL COURT AND APPLICABLE LAW

22. In case of controversy the Court where the property is located, will take over. This is Italian Law.