

Aanvullende voorwaarden van onze lokale agent SUM 2027

1) LETTING

Bookings are made by holiday-makers for properties advertised on the web site of **SUM**, at the prices indicated in the price list which accompanies the property information. The services of **SUM** are exclusively those written down on the present contract.

2) WHERE AND HOW TO BOOK

Bookings can be made through **SUM**, or calling the telephone numbers indicated on the web site.

4) LETTING PRICES

The letting prices are per lodging, expressed in the Euro currency. Prices in currencies other than Euro are displayed for reference only and are subject to shifts in currencies exchange rates. **SUM** regularly updates the exchange rates to provide such reference, using mid-market rates provided by a primary source of financial data. **SUM** declines any responsibility arising from discrepancies between the reference price displayed and the current value in any give currency at any specific time.

5) ARRIVAL AND DEPARTURE

Arrival: on the check-in day between 4.00 p.m. and 7.00 p.m. unless a different agreement has been made in writing. Departure: on the check-out day between 8.00 a.m. and 10.00 a.m. Every change of arrival date and arrival time must be communicated to **SUM** and be approved by **SUM** at least 7 days in advance. In case of unavoidable delay on the arrival day, the holiday-maker must call the **SUM** Customer Service between 4 p.m. and 7 p.m.. In the event that the owner cannot be found or if the client fails to arrive within the time period stipulated and has not communicated his delay, the owner, his representative, **SUM** declines all responsibility.

6) UPON ARRIVAL

On arrival the client must show the rental voucher and passport or identity card to the owner or his representative to enable them to proceed with the necessary registrations requested by law.

7) SECURITY DEPOSIT

When the keys are handed over to the holiday-maker the deposit, if required, in the amount stipulated in the property description, must be paid, to the owner or his representative. Such amount will be refunded at the end of the holiday, less any deduction made for any damage caused to the property, or for any additional cost not included in the letting price. **THE OWNER OR HIS REPRESENTATIVE MAY REFUSE ACCESS TO THE PROPERTY IF THE DEPOSIT IS NOT HANDED OVER.** Should the client decide to leave the property prematurely, the owner or his representative is authorized to refund the deposit to the client (less any eventual deduction for damages) only after having checked the inventory and the property in question. **SUM** declines all responsibility in the case of dispute between the holiday-maker and the owner regarding the deposit.

8) NUMBER OF PERSONS/SUBSTITUTIONS

The number of persons (adults and children) staying at a property must not exceed the number of sleeping places indicated in the property information except in the case of infants (less than 2 years old) for whom the client brings a travel cot and the necessary linen. Any substitution during the letting period is forbidden if not previously agreed upon. Rental villas are not to be used as party venues without explicit authorization. Only holiday-makers sleeping at the property are allowed to enter the grounds and use the amenities. External service providers, including, but not limited to, cooks, maids, catering companies, waiters, live performers, may provide their services at the property only if expressly authorized by the property owner or his representative. Guests who are not sleeping at the villa may not attend any reception, dinner or party organized on the premises without prior authorization from the owner or his representative. The owner may refuse such authorization or may request that a maximum number of guests is not exceeded. The owner may also request that an additional fee be paid by the holiday-maker or that personally trusted service providers be hired. Any refusal of authorization does not give cause for a cancellation of the booking or alteration of the cancellation policy. Exceptions to the above are to be arranged before completing the booking process. As such, the holiday-maker is strongly advised to make his intentions known before completing the booking process.

9) ORDER - CLEANING - MAINTENANCE - HEATING - ELECTRICITY - ENDEMIC FAUNA

The properties will be handed over clean and tidy and in good working order. If specified in the price list, the holiday-maker is obliged to hand over to the owner or his representative the amount due for the final cleaning of the property. This amount does not, however, include the cleaning of the kitchen corner/the kitchen/the kitchenette with regard to dirty dishes, etc., nor the removal of rubbish, which are the holiday-maker's responsibility. If this has not been done, the owner or his representative is obliged to charge additional expense in addition to the amount due. Given the situation regarding energy supply and the laws currently in force in Italy, the use of heating (when it can be switched on and off, temperature, etc.) is controlled by regulations that vary from region to region. For example, heating may be turned on from November until April. Heating costs (including firewood) are to be paid directly to the property owner prior to

departure. When the cost of heating is not expressly indicated as included in the rental price it is understood not to be included. The holiday-maker wishing to use heating should ask for an estimate of the cost before completing the booking process, in order to avoid unpleasant surprises connected to the high cost of energy in Italy. Local costs, when applicable, must be paid directly to the owner or his representative prior to leaving the property. The amounts are indicated for each property. Costs for final cleaning and other local expenses have to be paid to the owner in the amounts reported on the property description. Italian homes enjoy a limited amount of electric power. It might not always be possible to operate any combination of electric appliances at one time, as excessive use of electricity will trigger a circuit breaker. This is considered normal and the impossibility to operate any given combination of electric units shall not give rise to any indemnity. Mosquitoes, lizards, ants and other insects are endemic residents. They are attracted by human presence and might be found in holiday homes. This is considered normal and the presence of any quantity of bugs in a holiday home or in the outdoor areas shall not give rise to any indemnity. Household pesticide to discourage bugs from entering a home can be obtained from local convenience shops, and the property owner or his representative will provide advice on best practices upon request. It is likewise considered normal the presence of cats and dogs in any rural or urban area, and any related noise, which can not be controlled by **SUM** or the property owners, shall not give rise to any indemnity.

10) SWIMMING POOL - BEACHES - ACTIVITIES

Swimming pools and beach services are operational during the periods/times noted on the property description. If no opening period/time is noted on the property description, the holiday-makers is invited to make contact with the **SUM** staff before completing the booking process to ensure that the services of interest are available at the time of the holiday, or otherwise assume that the facilities are operational during the months of July and August. Adverse weather condition could delay the opening date of the swimming pool or beach service. No complaints for such events, that are beyond control of **SUM** or the owners, will give rise to any indemnity. Third-party activities that might be described in the property description, including, but not limited to, public swimming pools, nearby restaurants, cafes, bus lines, museums, are not under the control of **SUM** or the property owners. The activities described were available at writing time and were included in good faith. The holiday-makers who is basing the choice of the property on the existence or functionality of such services/activities, with special reference to summer time activities which are not open all year round, is invited to contact the **SUM** staff to express such needs before completing the booking process. No complaints for the absence or non-functionality of any third-party activities will give rise to any indemnity. The water of any public and private swimming pool is treated with chemical agents (including, but not limited to, chlorine and algae killer) for disinfection and sanitation purposes. The property owner or his representative is required to treat the water with the appropriate amount of specific chemical agents and the holiday-maker might not request that the treatment is not performed at any time. Holiday-makers with allergies to the chemicals commonly employed in such mandatory water treatment are required not to use the swimming pool or to do so at their own risk. The inability of the holiday-maker to use the swimming pool because of any reaction to the chemicals employed for water treatment shall not give rise to any indemnity.

11) EXTERNAL MAINTENANCE

The owner or his representative have, if necessary, free access to the property for essential maintenance purposes (garden, swimming pool, etc.).

12) MODIFICATIONS - CANCELLATION CHARGES

In the event of cancellation of a booking, even if it is substituted by another one, the following penalties must be paid: if the cancellation is made after the payment of the deposit of 25% of the letting price, this amount will not be returned (forfeit of deposit); if the cancellation is made from the day of payment of balance until 31 days before the start of letting period, the penalty is 50% of the letting price; if the cancellation is made between 30 and 16 days before the start of the letting period, the penalty is 80% of the letting price; if the cancellation is made less than 16 days before the start of the letting period, the penalty is 100% of the letting price. Free cancellation is granted for reservations that are made more than 90 days in advance and are cancelled within a week of the booking date.

13) RESPONSIBILITY

SUM has visited and checked each property. The descriptions appearing in our property information are accurate and have been done in good faith. However, **SUM** declines all responsibility for any modifications made by the owners without our knowledge. **SUM** is not responsible for any physical injuries caused to the holiday-makers during their stay at the property. It is, therefore, highly recommended that the customers purchase comprehensive travel insurance prior to their trip. In the event of any problems, the holiday-maker undertakes to do his best to solve or minimize them in order to avoid the prejudice that may result. If this is impossible for the holiday-maker, he must immediately get in touch with **SUM** by telephone and confirm the complaints in writing within 24 hours. The holiday-maker is obliged to give **SUM** the necessary time to resolve the problem. Any person who leaves the holiday home prematurely without any explicit authorization by **SUM** and without having sent notice in writing as mentioned above, will forfeit any right to an eventual refund of the letting cost. No complaint presented upon the return of the holiday will be taken into consideration, nor will give rise to any indemnity. No request for indemnity presented on the day before departure or thereafter will be taken into consideration. If for any reason beyond its control, including force major, **SUM** should be unable to provide to the

holiday-maker the property booked, **SUM** reserves the right to transfer the holiday-maker, upon agreement, to a similar property. If the price of the substituted property is less, the difference will be reimbursed to the holiday-maker. If the price of the substituted property is higher, the difference will be charged to the holiday-maker. If no agreement can be reached both contractual parties are authorized to cancel the contract. **SUM** will refund to the holiday-maker only the letting price paid, any other kind of refund is excluded.

14) PROPERTIES

It's understood that the properties **SUM** is offering are not official tourist structures, such as hotels, residences, etc. but private houses. Being such, they do not have standards or categories recognized internationally; rather they reflect, in their architecture and furnishings, the local traditions and personal taste of the owner. And this is precisely the kind of holiday that **SUM** is offering: to enter right into the culture of the area, living for a few weeks in the same surroundings as someone from the area. In order to experience this in the right spirit, it is important not only that you accept, but also that you know how to appreciate any differences in the properties **SUM** is proposing in comparison with those where you normally live. On its part **SUM** has been careful to choose such properties using a minimum and maximum quality range within which it maintains that any citizen of Europe and indeed of the world can find satisfaction. **SUM** cannot exclude, however, the possibility that these differences may result in those minor inconveniences that - being connected with the particular characteristics of the architecture and of the traditions of the area - cannot be accepted as complaints. As private houses in any part of the world, the properties are located in areas where daily life is carried out as usual, which might include, at times, nearby construction work, either public or private, road closures, street festivals, fireworks, open-air shows or other events which are not under the control of **SUM** nor of the owner. As such, any related inconvenience shall not give rise to any indemnity.

15) DISCLAIMER

SUM does not accept any liability for any loss, damage, or additional expenses incurred by the holiday-maker or any member of the holiday-maker's party regardless of the cause. **SUM** does not accept liability for any injury, death, loss, inconvenience or damage, nor for any alteration, delay or cancellation of the booking as a result of war, threat of war, riot or civil strife, terrorist activity (threatened or actual), natural disaster, fire, sickness, weather conditions, action at an airport or port by any government or public authority, technical problems relating to transport and airport regulations caused by technical, mechanical or electrical breakdowns or with the holiday-maker's accommodation or other circumstances as amounting to 'force majeure' or Acts of God or other similar events beyond **SUM**'s control.

16) JURISDICTION

In the event of controversy arising from the booking and the letting, only the Courts of Law in Lugano and the provisions of Swiss Civil Law can deal with the matter and only the Swiss law applies. Making the booking implies that **SUM**'s General Conditions have been understood and have thereby been accepted without reserve and without exception. If any of the conditions of this contract have become invalid or were invalid or if in this contract there should be a gap, the other conditions cannot be contested.