

GENERAL BOOKING CONDITIONS

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SHORT RENTAL

The rental of all the properties presented on the website www.emmavillas.com and included in the catalogue have the legal nature of “Tourist Lease” and will be concluded by OWNER S.p.A. Unipersonale on behalf of the respective owners on their expressed authorization, according to the prices advertised on the website in compliance with the terms and conditions laid out in the private agreement stipulated with the owners themselves. On the website you will find the subdivision of the properties in two types PRIVATE STRUCTURE and RECEPTIVE STRUCTURE, both rented out for self – catering (completely accessorized properties, provided with linen and towels, but not with cleaning or personal care products).

According to the Italian national and regional laws, the denomination of Private Structure derives from the fact that the owners rent the property as a private individual and not as a company or accommodation facility with special hotel license or similar and therefore he cannot supply any additional hotel services (change of linen, midweek cleaning ecc.) during the guest’s stay, This is possible in the so called Receptive Structures. These services can be supplied only from third parties and directly paid by the guest on site. Moreover, in the private structures, when no guest are in, often the owner lives there, thus the rental is to be considered occasionally and not continuing and above all not as a business form. Being private houses and for holiday purposes, they do not have standards or categories recognized at an international level, but do reflect in the architecture and in the furnishings the local traditions and the personal taste of the owner, therefore it is normal – as it is common in the house we usually live in – that there can be some small flaws.

PERIOD OF LEASE

OWNER S.p.A. Unipersonale deals with weekly rentals that run from Saturday to Saturday, for a maximum of 4 consecutive weeks for the same client, if considered in the agreement with the owner. During low and medium season it is possible to do short stays, or with arrival and departure days different from Saturday, but only in some receptive structures and with the approval from the owner.

BOOKING PROCEDURE WITH BANK TRANSFER

Once the reservation request by bank transfer has been received (via website/e-mail/phone) and the availability for the requested period of the property verified, OWNER will reserve it for the client by sending (via e-mail) the booking confirmation with the necessary bank details for the requested payment. The reservation is confirmed only

when the payment within the established terms and copy of the bank transfer have been received. All the documentation is also available in the reserved area (accessible through the website).

For last minute bookings (within 60 days prior the arrival) you have to directly proceed with the reservation, which is in any case binding and validated by the copy of the transaction made within the expiry date, and confirmed at its reception.

The reservation request with bank transfer, if not confirmed by the client within the communicated expiry date and time, will be automatically cancelled by the system. The property will therefore be available and can be booked online again.

In order to complete the reservation and activate the insurance policy of all the participating people it is mandatory to complete the online check-in by accessing the link provided after booking.

ONLINE BOOKING PROCEDURE

The structures on the OWNER website can directly be booked online by proceeding with the deposit payment by credit card. In this case the booking is confirmed when OWNER will accept the payment and send the receipt/invoice for the payment itself.

At the moment of the acceptance of the option or reservation:

The clients will receive from OWNER (via e-mail) the booking form with personal data of the client, amounts and expiry dates of the different payments (DEPOSIT/BALANCE), payment conditions in addition to the general booking terms. All the documentation about the reservations is also available in the reserved area (accessible through the website).

In order to finalise the booking and activate the insurance policy for all participants in the stay, it is compulsory to complete the online check-in at the Vikey link forwarded duly filled in.

RESERVATIONS MADE LESS THAN 60 DAYS FROM THE BEGINNING OF STAY

For reservations made less than 60 days from the beginning of the stay, the clients have to proceed with a single payment of the total amount of the rental at the time of the booking. The terms of payment will be the same as those in the normal booking procedure.

TERMS OF PAYMENT VALID FOR RESERVATIONS OF LEASES WITH MAXIMUM DURATION OF 4 WEEKS *

The booking form contains the amounts and dates of the different payments due to complete the reservation, as follows:

- **To be paid at the time of booking:** 30% as DEPOSIT calculated on the rental listed price, plus 3,9% as EV Reservation fees.
- **To be paid within 60 days prior to the beginning of lease:** 70% as BALANCE to be paid by bank transfer or credit card.

The **rental prices** include the EuropAssistance Insurance to cover the expenses in case of booking cancellation (please read the "[Cancellation Insurance Conditions](#)").

The **Reservation fees** (3,9% of the rental price) include:

- a) Booking management fee
- b) Owner Commissions;
- c) Customer Service Mon – Fri 9.00 – 20.00 Sat – Sun – Holidays 9.30 – 18.30.

Upon receipt of the *deposit* Owner will send to the clients, by e-mail:

- Booking confirmation;
- Insurance Membership Card valid as activation of the Europ Assistance Insurance Policy (included in the final price of the reservation), which covers the expenses in case of cancellation of the stay for documentable and verifiable reasons.
- Link to the form that the client must fill out with the names of all participants. The inclusion of names is required. The insurance policy will be valid only for the holder of the reservation and for the participants included in the form. It cannot be considered valid for the participants not included.

Upon receipt of the *balance* Owner will send to the clients, by e-mail, the documentation regarding the reservation:

- Voucher;
- Directions to reach the property booked;
- Invoice.

These documents will be also available on the Reserved Area of the client, on the OWNER website.

NB: All payments for bookings will be regulated and accepted exclusively in EURO.

*Except special terms and conditions, specified at the moment of the reservation.

CANCELLATION NOTICE

The present contract under Article 32 of the Tourism Code does not provide the right of withdrawal pursuant to the Legislative Decree of 6 September 2005, No 206 for contracts concluded at a distance. However, cancellation of the booking is possible, and must be sent in working days (Monday to Friday from 09.00 to 19.00) prior the arrival, which does not include the day of arrival itself and the one of the notification itself. The notification must be sent through the Reserved Area, pressing “Request Cancellation” in the booking details.

CANCELLATIONS VALID FOR RESERVATIONS OF LEASE WITH MAXIMUM DURATION OF 4 WEEKS

The cancellation of a booking, even if replaced by another one, has the following penalties:

- 30% of the total price (rental price for the booked period) plus EV Reservation fees in the case of cancellation of reservation notified before and not later than 60 days prior the beginning of stay;
- 60% of the total price (rental price for the booked period) plus EV Reservation fees in the case of cancellation of reservation notified between the 59th and the 30th day prior the beginning of stay;
- 80% of the total price (rental price for the booked period) plus EV Reservation fees in the case of cancellation of reservation notified between the 29th and the 15th day prior the beginning of stay;
- 100% of the total price (rental price for the booked period) plus EV Reservation fees in case of cancellation of reservation notified within 14 days of the beginning of stay.

*In case of cancellation of the stay for documentable and verifiable reasons, these penalties can be covered by the EuropAssistance Insurance policy signed at the reservation time, as regulated by the “[Cancellation Insurance Conditions](#)“.**The “EV Reservation fees” are never refundable.

CONDITIONS AND TERMS OF PAYMENT VALID FOR RESERVATIONS OF LEASES SUPERIOR TO 4 WEEKS

For leases superior to 4 weeks, where possible and in receptive structures, the terms of payment and cancellation and the deposits will be subject to changes that will be notified with the relative documents at the time of the request/booking.

For stays of this duration Owner recommends the guest to make an inspection at the villa, prior to the final confirmation of the reservation.

Before the final confirmation of the booking, especially for stays superior to 4 weeks, the customer can request a personal inspection at the villa of his own interest. The customer

is always required to read carefully and accurately descriptions, prices and technical information of the property, described on the website emmavillas.com. The customer can also ask the property plans to the booking operators or any other information not included in the pages of our site.

CHANGES TO THE RESERVATION REQUESTED BY THE CLIENT

Changes requested on the property after a reservation has been confirmed, do not bind OWNER in the event these cannot be met. OWNER will do everything to satisfy the client's need, however, any changes or modifications, if accepted by OWNER, will entail a fixed charge of Euro 50.00 for the client. In the event of a request for changes subsequent to the booking confirmation, a penalty will be applied, which may vary according to the season booked and established in agreement with the owners, in the event of: a) moving the booking to the version that has fewer sleeps compared to the one previously booked (on structures that have two or more versions); b) reduction of the length of stay (total number of nights); c) the new reservation is confirmed in a different season from that previously booked.

RESPONSIBILITY AND COMPLAINTS

All the properties listed in the OWNER catalogue and on the website www.emmavillas.com have been examined and photographed by Owner. The descriptions published by our company correspond to the state of the properties at the time of the visit and acquisition, and have been written in the most truthful way. What OWNER offers the clients, is a way of life: the possibility to experience and learn the habits and customs of the local population by spending a holiday in private houses which represent Italian tradition and history and which do not respond to the categories internationally recognized, but follow the personal tastes of the owners. Any minor deficiency related to the characteristics of the architecture and traditions of the location cannot be considered as a ground for complaint.

OWNER cannot be held responsible in case the property does not match the personal liking of the client, since the client has signed the contract, which it is clearly requested to carefully read the property's detailed page in all its parts. Moreover Owner provides the clients with all the pictures, descriptions, videos, maps and detailed information about the property booked.

In case of people with disabilities, or limited mobility we would like to point out that some of the structures, even if they contain bedrooms and bathrooms adapted for disabled guests, are country houses, with all the limitations and architectural barriers. Also, where children are present, we advise you to pay attention to the descriptions and photographs of the properties and to request further details to the Owner operators in order to ensure that the chosen property is suitable. Owner cannot be held responsible if the client has not read the detailed description of the site correctly, has not requested

the floor plan of the property or not contacted the booking operators for further information.

Before the final confirmation of the booking, the customer can also request a personal inspection at the villa of his own interest.

In the case of cancellation of bookings of 3 or more weeks full refunds are not expected. The criteria adopted by OWNER in the choice and selection of the structures are based on the identification of the features and accessories that can guarantee a good degree of comfort responding positively to the needs of an international public.

If upon arrival, or during the week the client should note serious inaccuracies in the description of the property, or if a problem should arise that he is not able to solve or minimize, the client can contact the OWNER Customer Service Office, by calling +39 0578 1901599 or +39 0578 1901639 during office hours from Monday to Friday (8.30 a.m. – 9.00 p.m.), on Saturday and Sunday (9.00 a.m.- 8.00 p.m.), or the Customer Service number provided together with the final documentation. The client has to confirm the complaint by writing within 12 hours from the arrival at the property or from the acknowledgement of the problem via fax (+39 0578 1901627) or via e-mail (info@emmavillas.com). OWNER will endeavor to solve the problem as quickly as possible to ensure guests a pleasant stay at the reserved property.

OWNER, however, reserves the right for their representative to verify on site and during the stay of the holidaymakers the reasons for the complaint and any inaccuracies of the owner, both inside and outside the property. If a client should present OWNER a complaint after the end of the stay, no form of refund will be recognized. Clients have no right to be refunded, unless they have contacted our office or representatives during their stay in one of our properties.

Furthermore, no refund will be recognized to clients who leave the structure on request of the owners due to lack of notification regarding people in excess or the presence of animals (the number of people in excess and the presence of animals must always be notified to Owner and accepted by them in agreement with the owners) or in the absence of payment of the security deposit requested on arrival.

No form of refund will be given to clients who, in case of misunderstandings or problems, leave the property without prior written notice to Owner, or to clients who decide to leave the reserved property earlier, with no valid reasons or serious inconvenience. No form of refund will be given to clients who decide to leave the property earlier without giving Owner written explanation and justification in advance, or who have not properly consulted the website and have found conditions not appropriate to them, or without giving the representative of Owner the chance to extenuating circumstances.

Owner does not recognize as grounds for complaint ascribable to Owner or the owner: weather conditions, presence of local fauna, mosquitoes and insect bites (the presence

of “wandering” animals may occur considering the geographic location of the structures, especially if the location is in isolated areas and/or in the countryside).

Owner does not recognize as grounds for complaint the lack of electricity, gas or water if this depends on government agencies, external circumstances or due to force majeure.

Owner also, unless otherwise noted in the booking documents, cannot guarantee the potability of the water in the properties.

Owner declines any liability for possible inconvenience caused by third parties, i.e. maintenance of public roads or restoration of buildings or similar in proximity to the rented properties. Moreover, the owners and OWNER, refuse any responsibility for personal items and/or of value left unattended inside the property, especially if no preventive measures have been taken.

Refunds, if and when due, will be made at the end of the tourist season (no later than the end of December of the current year)

N.B. Covid-19 and certifications required:

Owner does not recognize as ground for complaints, refund requests, voucher or changes to the reservation, the lack of possession of the green pass / green certification or any other certification (required by national or local Authorities) by the holder of the reservation and / or the travel companions. Each customer is responsible to verify that the Green pass / certification is valid for the entire duration of the stay.

WITHDRAWAL OF THE ORGANIZATOR

In the event that OWNER is forced to cancel the clients’ booking for reasons beyond their control or for reasons of force majeure, they will allocate, in agreement with the client, a new property with the same requisites of or the same standard level of the one previously booked. In the event that the price of the new property is less than the previously booked property, OWNER will arrange for a refund in favor of the client equal to the difference, whilst in the event that the price of the new property exceeds by 10% the sum paid by the client, the client, by accepting the proposed property, will be required to pay the difference of the higher price.

If the client accepts the substitution of the property following his complaint, he does not have to ask and/or expect anything, neither from Owner or from the owner of the property previously booked and then substituted.

If the parties fail to agree to the substitution of the property, after receiving the written cancellation of the contract from the client, OWNER will refund the amount paid less the registration fee. In no case will Owner pay hotel bills or of other kind of accommodation.

USEFUL INFORMATION

ROADS and distances: the structures of Owner are mostly country houses, located in uncontaminated and quiet places; this is the reason why the roads leading to the properties are often unpaved, sometimes not very large, and in some cases quite steep or uneven.

OWNER tries to be exact in describing the roads and the distances of the properties from the towns/villages and in giving advice on what kind of car to use. We therefore kindly ask clients to carefully read the property's profile on the website (in the part "Location and Map) in order to check the description of the road. This section also provides a satellite map "Google Maps" where you'll be able to see the exact position of the structures and in most cases, even the access roads to the properties.

OWNER cannot be blamed for adverse weather conditions which make the roads more difficult to travel on or if the clients are not expert in driving on unpaved roads. Moreover, Owner is not liable if the client has not carefully read everything on the emmavillas.com website, as required and signed at the moment of the booking, overlooking special advices.

SMART HOSPITALITY: APP "EMMA" AND ONLINE CHECK-IN

For the online check-in, Owner provides the customers with "Emma", a multifunctional web-app, developed in collaboration with the company Vikey S.r.l. The customer, in proximity of the date of arrival at the structure, receives a reminder email with a link, by clicking on which the guest is automatically directed to a digital page where has to insert the personal data (if not previously entered) relating to all travel companions. The customer, through "EMMA", can be required to pay any extra expenses, eventually specified in the property page and in the documents of the villa booked, not included in the booking price already paid, such as, for example, the flat-rate costs related to energy electric, heating, extra cleaning for pets. Through the app, the customer also has the possibility to purchase additional services, extra hotel services, book experiences etc. Always through "Emma" the customer is required to pay, where applicable, the tourist tax (Article 4 of Legislative Decree No. 23 of March 14, 2011).

SERVICES AND EXTRA COSTS

Every property's profile, in the section dedicated to the prices, clearly displays what is included and what is not included in the rental price. The additional services, as extra cleaning or change of linen (where it is possible to offer these services), are on request and can be booked 60 days prior the arrival. After that term, the confirmation is subject to the availability of the supplier.

Heating and electricity cost (where required): The cost can be a flat rate (fixed weekly) or can be calculated on the basis of consumption, according to the rates in effect at the time of stay. The cost, in the event that it is a flat rate, must be paid at the time of online check-in through the Smart Hospitality service provided through the "Emma" app; in the

event that heating and electricity have to be paid according to consumption, the relative cost must be paid by the customer directly on site to the owner or to a manager of the structure upon departure.

Use of the heating and air conditioning: The use of heating and air conditioning, in regards to temperature and period of use, is regulated by laws which vary from region to region. In general, heating can be used from November to April, for a maximum of 8 hours a day, whilst air conditioning can be used during the summer months. (The regulations regarding the on and off period and temperature varies from region to region). Clients must follow these rules without fail.

USB for internet connection: Owner and the owners of the structures in which internet connect is via USB key are not liable for any malfunction caused by technical problems for which clients are advised to refer directly to specialized centres in the area. In regards to the ADSL and WiFi connections (the subscription is made independently by the owners) in mostly private structures, in the countryside and in areas far from the town centres, and for not broadband connections, slowing downs or malfunctioning can occur and be caused by atmospheric agents, network instability, and/or causes not attributable to Owner or to the owner. In case of malfunctioning the owners will do their best in order to solve any inconvenience, but we would like to specify that some connections could not be proper for works requiring the download of a big amount of megabytes. The connection of several devices at the same time can be the cause of a service malfunctioning.

Electric car charging. It is not permitted to charge electric cars in the absence of a specific charge point and without the consent of Owner and/or the owner of the booked facility; in the event of failure to comply with this rule, the client will be required to pay any extra costs resulting from the use for the charging and any structural damage caused to the electrical system and/or to the property.

ARRIVAL AND DEPARTURE TIMES

On arrival and departure days the expected arrival times are between 4.00 pm and 7.00 pm, unless otherwise specified in the property information sheet. The customer is recommended to communicate their arrival time at least a week in advance so that the owner or his representative can be on site to welcome the client and facilitate his admission. This communication can be made through the “Emma” web-app or through the Reserved Area, where clients can fill in the Check-In information which will be sent directly to the owner. In the event the arrival is later in the evening and after 08.00 p.m., Owner will facilitate the arrival of the clients at the reserved property, trusting in the collaboration of the owners who may require an extra charge for a late check-in. Any changes regarding the date and time of arrival must be notified to OWNER via e-mail or

by telephone to the numbers on the final travel documentation (owner, Owner office or Customer Service) in order to better organize the check-in. If the owner will not be informed about a possible delay notified on the arrival day and is not able to accept the “late check – in”, the client will bear the cost of an overnight stay at a different structure to that booked with OWNER, without requiring anything from Owner or the owner, who will in any case do their best to satisfy the client. Departure from the property will be in the morning before 10.00 am, allowing access to the owner to check the state of the property and to the cleaning staff to put the house in order at least an hour before the announced departure time. In the event that guest’s check-out before 08.00 am the owners, at their discretion, may require an extra charge which will be indicated at the time of the request for early check-out. The departure time, however, must always be communicated at least 12 hours beforehand to the owner or property manager.

ARRIVAL AT THE PROPERTY

On arrival at the property clients are asked to present their entry voucher and valid ID (passport or identity card) to the owner or his representative for registration as required by Italian law, if not communicated before in the reserved area of each client through the National Security Form. Without these documents access to the property will be at the discretion of the owner.

ZERODEP COVERAGE

Zer0Dep Coverage, whose payment is mandatory at the time of booking, allows the customer not to pay the security deposit on the balance or on arrival and to have EuropAssistance coverage in case of accidental damage to the property during his stay (up to to the maximum value indicated and with the limitations envisaged).

The cost (and the related maximum limit) is defined for each property by Owner, is published on the relevant property page of the site and is explicitly indicated during the booking process, before any purchase confirmation. The coverage starts from the moment the tenant receives the keys to the property and ends when he returns them at the end of the stay. Before leaving the property, it is necessary that the owner of the property checks with his guests that the state of the property is unchanged from the time of check-in. If during the rental of the property during the stay, accidental damage to the property occurs, EuropAssistance indemnifies the costs that the owner incurs for the replacement or repair of the damaged goods.

In the event of accidental damage caused by customers, the owner must sign the relevant form indicating any damage that has occurred with true, exact and complete statements. In this case, the customer, in order to be insured and have the owner proceed with the opening of the claim to the EuropAssistance company, is required to sign the form for acknowledgment and confirmation of the damage caused, after which nothing else will be requested from the customer. The policy provides for a relative

deductible of € 100.00: claims of a value equal to or less than this amount will not be considered, those of a higher value will be considered in full.

Are excluded claims caused or dependent on: a) willful misconduct are excluded from coverage; b) failure to comply with the rules indicated in the lease contract signed with the Contracting Party of the Convention; c) natural and atmospheric events of an extraordinary nature; d) war, invasion, military occupation, insurrection, revolution, confiscation or requisition, strikes, riots or popular movements, looting, acts of terrorism and vandalism; e) transmutation of the nucleus of the atom, radiation caused by the artificial acceleration of atomic particles. f) caused by frost, humidity, dripping, lack of or insufficient maintenance, fire, explosion and bursting; g) theft; h) caused by wear; i) breakage or damage to collections, collections and works of art in general; l) due to defects for which the manufacturer or supplier must respond by law or by contract; m) which occur in premises used for offices, commercial operations and industrial activities; n) loss or damage to furniture not belonging to the owner. Also excluded are: o) rentals not for tourist purposes; p) the cleaning costs

NUMBER OF GUESTS AND THEIR IDENTIFICATION

At the time of booking, clients are required to enter the names and ages of the people who will be staying in the property in the Public Security Form, which can be seen and filled out on the reserved area of the website, for the communication of people present to the competent authorities. On the form of each property, on both web and catalogue, a maximum number of people that the structure is able to accommodate is indicated. This number (adults – children – infants) may not be exceeded in any way. In the case of changes in the number of people present or in the arrangement of the bedrooms upon arrival, if the owner has not been previously informed by the Agency, and has not accepted any changes, he will not be required to respect them. Should it be in his power to satisfy the clients, they will still be obliged to pay the required supplements.

Events in the villa: Only certain properties are suitable for hosting events, therefore Owner, for any particular request and before making any booking, always recommends contacting the Booking Office by phone at 05781901639 or by writing to info@emmavillas.com. The realization of any type of event is subject to Owner approval, therefore the request must be expressly made by the client sufficiently in advance and must be formally approved by the company; in case of approval the clients have to pay the extra costs based on the number of people present at the event (and based on all other particular requests or necessity). Without formal authorization from the company and the owner of the structure, it is not permitted to organize events in the villa (birthday or anniversary parties, weddings, private parties, etc.) and it is therefore not permitted to organize catering, music and other banqueting services that require external staff.

INFANTS 0-24 months:

Owner will be happy to provide cribs, cots and highchairs for the children. Most of the houses offer the first cot, which is free of charge. For additional cots there is a cost of Euro 60.00 each per week. Owner requires the communication of the number of cots required through the Booking Form and at least 30 days prior to arrival. Children who fall into this category are infants under the age of 2.

PETS

Each property information sheet indicates whether pets are allowed or not. At the time of booking the client is required to communicate any pets he will be bringing with him, indicating the number and size. The owner can refuse access to clients who bring pets without having notified it at the time of booking or can refuse to accept pets when the number seems excessive for the property. Charge for extra cleaning will be required on site.

HOUSECLEANING

Initial and final housecleaning are included in the rental price unless otherwise specified in the house information sheet published on the website and in the catalogue. The weekly housecleaning (applicable on receptive structure only) does not include cleaning the kitchen and waste disposal. Properties must be returned in good hygienic conditions in all parts and accessories. If not, the client will be required to pay the owner or his representative the cost needed for cleaning. If the guests do not dispose of waste from the property the owner or his representative may ask for an additional charge for this service. The kitchen must be left clean and tidy. If, for any reason, including time, guests cannot clean the kitchen and the furnishings/fittings before their departure, the owner will be entitled to request an extra charge for it to be cleaned.

MAINTENANCE OF THE POOL AND PARK

The pools will be open in the periods indicated on the information sheet of each property (opening in low season will be regulated according to the weather conditions). Any pool opening outside the indicated period will be agreed with the owner and will require payment of an additional charge.

The gardeners and property managers in general constantly work hard in order to keep the park in excellent condition at all times (with green and regularly watered lawns, cut grass, manicured flowers, etc.). However, it should be noted that the state of the lawns of the properties may not comply with the photos published on the site in the event of periods of severe and prolonged drought and / or in the event that there are municipal / government ordinances that rationalize or prevent the consumption of water for irrigation uses. In this case, Owner cannot be held responsible for any pejorative state of the gardens.

EXCEPTIONAL MAINTENANCE AND INTERVENTION

In the event of exceptional maintenance or intervention essential for the smooth running of the holiday the clients may not in any circumstances prevent access of the owners or the managers of the facilities to the property or the house. It is understood that the owners will always provide prior notice and will require the presence of the guests themselves, it being understood that where guests cannot be present during the work progress, the owners or their representatives can however enter the houses, if necessary, to carry out any repairs.

TOURISM TAX

Based on the provisions of art. 4 of the Legislative Decree n. 23 of 14 March 2011) Italian municipalities with a prevalent tourist vocation can apply for the tourist tax, intended to finance interventions in the field of tourism including those in support of accommodation facilities, the maintenance, use and recovery of cultural and environmental assets, as well as local public services. The tax is applied to each overnight stay (i.e. for each person and for each night), and the amounts (generally between € 0.50 and € 5.00 per person per night) are established by the Municipality to which the booked property belongs; there may be any exemptions (such as for children under 14, disabled people, etc.). The tax, if provided by the municipality of the property, can be paid with the smart hospitality service via the “EMMA” web-app, during the online check-in phases.

RULES OF CONDUCT

Guests are kindly requested to comply with the standards of conduct in force in our Country, regarding good behaviour, and to have great respect for the owner and the structure in which they are staying. It is forbidden to move furniture around in the house, to take furniture and furnishings outside the house and/or to use them in a different way to which they should be used. In the event in which a guest does not respect the standards of good behaviour and this results in damage to the structure or the furnishings therein or to the outdoor equipment regarding the garden and pool, the owner will have the right, at his sole discretion, to consider the lease terminated via verbal communication to the guest and copy in writing to the agency and ask for the immediate removal of the client from the property with the right to appeal also to the police.

OWNER denies any liability in the case of disputes between the client and owner. In the event of legal action the owner will provide the client with information about the competent court.

CIVIL AND GENERAL LIABILITY

In accordance with Italian Law and European Community Law regarding guarantees for clients of the tourism sector and with the Regional Law no. 16 of 08/02/1992. Owner S.p.A. has stipulated the following insurance policy:

Civil and general liability: GENERALI ITALIA S.p.A – Polizza n. 761443833

This insurance covers the civil liability of Owner S.p.A. – Via Duccio di Buoninsegna, 22 – 00142 – Roma, Italy – in their role as organizer and broker of travel and accommodation. This insurance has been stipulated in accordance with the C.C.V. (Convenzione Internazionale sui Contratti di Viaggio) and the Directive CEE 90/314 assimilated by the Law No. 16 of 08/02/1994 of the Regione Toscana.

NATIONAL GUARANTEE FUND

The National Fund (art. 100 of the new Consumer Code established on Oct. 25th 2005) was instituted to protect consumers travelling in case of insolvency or bankruptcy of the vendor (tour operator or travel agent) and allows a reimbursement to the consumer for the price paid for the trip (the reimbursement is limited to the part of the trip paid and not yet used). In order to access the National Fund consumers must rely on the “legislative decree” of the President of Ministers nr. 349 dated July 23rd 1999. National Fund based on art. 21 of the legislative decree 111/1995 instituted in the Presidency of the Council of Ministers.

TREATMENT OF PERSONAL DATA

Personal data and other elements acquired by our Agency during the course of the assignment, will be subject to secrecy and will be treated in compliance with the privacy and the rights of the person through the systematic application on our part of appropriate measures of protection and guarantee prepared both for paper and electronic processing of data and measured to the specificity of the data itself (simple personal data or sensitive or judicial data). Pursuant to the effects of the Legislative Decree 196/03 we inform the client that his personal data will be processed only for purposes determined by the contract for such purposes (including for accounting and administrative purposes). Please also be advised that such data could be used for commercial and promotional activities pertaining to the services provided by Owner, for this last use consent for treatment is required. The absence of the Client’s consent will not allow our Company to use the personal data to conduct commercial activities.

All the Owner documents are written in Italian and English (used as the official International language), all rules and regulations are determined and enforced by Italian Law.

GENERAL CONDITIONS OF SALE OF THE “FIRST EXPENDITURE” AND “EXPERIENCE” SERVICES

The present general conditions of sale (hereinafter, the General Conditions) constitute the terms of use of the services called “First Expenditure” and “Experience” (hereinafter, jointly, the Services) provided by Owner S.p.A. (P. IVA 01188760522), with registered office in Rome (00197), Via Bertoloni n. 8 and operative and administrative headquarters

in Chiusi Scalo (53043 – SI), Zona P.A.I.P. – Loc. Le Biffe, and apply to all orders (hereinafter, the Orders or the Order) made by clients staying at the properties managed by Owner (hereinafter, the Guests and the Villas respectively) through the website www.emmavillas.com (hereinafter, the Website) and/or the web app “www.evconcierge.emmavillas.com” (hereinafter, the App), both owned by Owner.

Guests and, in general, anyone wishing to make use of the Services are kindly requested to carefully read the present General Conditions below, which constitute a binding agreement for the use of the Services and for the use of the Website and/or the App, with the invitation to print them and/or save them on another medium of your choice.

Owner reserves the right to modify these General Conditions at any time, it being understood that the eventual modifications will only be in force from the moment of their publication on the Website and/or the App and will apply exclusively to the sales of the Services concluded after publication of the same.

1. OFFER TO THE PUBLIC

The Services and the relevant prices indicated on the Website and/or the App constitute an offer to the public with the limitations and methods contained in these General Conditions.

2. “FIRST EXPENDITURE” AND “EXPERIENCE” SERVICES

The Website and the App allow each Guest to use the Services upon registration to the aforementioned Website and/or the App and to place the Order choosing between the different Services and the relative terms and conditions

The “FIRST EXPENDITURE” Service is carried out through the preparation of special packages of different sizes containing the food products indicated on the Website and/or the App (hereinafter, the Food Kit/Food Kits) with delivery of the Order to the Villa where the Guest is staying, this being the only address where this delivery will be made, in the time slot that will be indicated to the Guest by the supplier.

The Services, defined as EXPERIENCE, listed on the APP called EV APP CONCIERGE fall within the category “EXPERIENCE” and which will be provided at the Villa where the Guest is staying or at the different address indicated on the Website and/or the App, in the manner also indicated therein.

3. “FIRST EXPENDITURE” SERVICE: CONTENTS OF THE FOOD KITS AND METHOD OF DELIVERY

The “FIRST EXPENDITURE” service and, with it, the creation of the Food Kits, is offered by Owner in collaboration with HQF S.p.A., a company with headquarters in Rome

(00158), Via di Pietralata n. 179, active in the selection, production, transformation and distribution of high-end food products.

Owner reserves the right to modify at any time the assortment of products contained in the Food Kits of the “FIRST EXPENDITURE” Service indicated on the Website and/or the App, as well as the relative prices. Such modifications, however, will not affect the Orders already confirmed by Owner to the Guests.

In the event that any of the products contained in the Food Kit selected by the Guest are temporarily unavailable, the same will be substituted with another product of the same product-food category and of an equivalent quantitative and qualitative level, without any variation in price. The Guest shall tolerate the modification of the Food Kit as long as it does not exceed 2 (two) products contained therein.

The graphic layout of the Food Kits and related products, visible on the Website and/or the App, is included for purely illustrative purposes and therefore may not coincide with that of the Food Kits and the relative products delivered, in the event that the manufacturer has modified the packaging and, therefore, for reasons beyond the control of Owner. Similarly, the photos inserted on the Website and/or the App are indicative, which is why the items contained in the Food Kits and the Food Kits themselves may be subject to variations with respect to the presentation in the catalogue or represent the product already cooked or prepared.

For Food Kits containing “variable weight products”, i.e. products whose actual weight is determined only at the time of their preparation and/or weighing and/or packaging (e.g.: fruit, vegetables, meat, fish, sausages, delicatessen products and cheeses), the Guest is informed that the weight may vary by up to 15% more or less than the indicative weight displayed on the Website and/or the App, without this determining any variation, either in increase or decrease, in the sale price of the Food Kits.

The Food Kits will be delivered to the Guest at the Villa in which the same is staying, inside a cardboard package.

For the delivery of the Food Kit, the presence of the Guest or his/her representative is required. In case of absence of either at the time of delivery, the Order shall be considered cancelled and the Guest shall be charged, as a penalty, the cost of the Food Kit.

The staff will simply deliver the Food Kit to the main door of the Villa. For reasons of organisation and efficiency of the Service, the contents of the Food Kit cannot be verified or checked by the Guest at the time of delivery. For any anomaly found, the Guest may contact Customer Service at the number +39 0578 1901639 or at the e-mail address experiences@emmavillas.com.

Owner cannot be held responsible for any loss, damage, incorrect or non-delivery caused by events and/or causes of force majeure or fortuitous events, such as but not limited to: natural disasters, adverse weather conditions, possible strikes (of their own or of other employees), accidents to means of transport, explosions or any other cause, similar or different.

3bis INDICATION OF COUNTRY OF ORIGIN OR FARMING – SLAUGHTERING OF PRODUCTS

Given that the foodstuffs contained in the Food Kits are produced and/or processed and/or transformed by HQF S.p.A., tracking of the same, whether meat, fish, fruit or vegetables, is entirely organised and managed by the same HQF S.p.A. in compliance with the current regulations..

Product prices will remain unchanged regardless of the country of origin or the country of farming, slaughtering or fishing.

4. “EXPERIENCE” SERVICES

The Services of the “EXPERIENCE” category are offered by Owner in collaboration with partners selected by Owner due to their high level of professionalism (hereinafter, the Partner or Partners).

Each single Service of the “EXPERIENCE” category will be provided, specifically, by the Partner or one of the Partners, chosen by Owner. The Partner will provide the Service autonomously and using, where necessary, their own structure and assets instrumental to the provision of the Service. The Guest, therefore, is duly informed that every instrumental good for the provision of the Service, of whatever kind it may be, even of a food nature, has been selected and/or processed and/or transformed exclusively by the Partner and not also by Owner.

The characteristics and content of each “EXPERIENCE” Service are described in the relative form published on the Website and/or on App and the Partner will carry out the Service in a manner that conforms with said description.

Owner reserve the right to modify the “EXPERIENCE” Services or their content as well as the relative prices at any time. Such modifications, however, will not affect the Orders already confirmed by Owner to the Guests.

The photos and graphic representations of the “EXPERIENCE” Services visible on the Website and/or the App are included for illustrative purposes only and therefore may not represent exactly the relative Service and/or its characteristics.

5. PRICES

The prices of the Services are those indicated on the Website and/or the App and shall be understood to include VAT, packaging and delivery costs and, in general, what is necessary for the provision of the Services themselves.

Any request from the Guest that is accessory and/or additional and/or different from the content of the Service, as described on the Website and/or the App, shall not be considered included in the aforementioned prices and shall be carried out, at the total and unquestionable discretion of the Partner, only where it does not affect the nature and course of the Experience, subject to acceptance by the Guest of the difference in price.

6. ACCEPTANCE OF ORDERS

The Order sent by the Guest will be binding for Owner only if the entire procedure has been duly completed without issuing any error message from the Website and/or the App. At the end of the procedure, if no problems have occurred, the Guest will receive, at the email address indicated at the time of registration on the Website and/or the App, a message of acceptance of the Order containing the summary of the Service purchased, the relative price and the date of its provision or delivery.

7. ORDER CANCELLATION AND MODIFICATION

The Guest may modify and/or cancel the Order of the “FIRST EXPENDITURE” Service within 30 days prior to the delivery date.

The Guest may also modify the Order of the “EXPERIENCE” Services within 60 days from the date of delivery or of their provision. For the cancellation of the “EXPERIENCE” Services, the provisions contained in the art. 10 apply.

Owner reserves the right to inform the Guest of any variation of the above-mentioned terms for the modification and/or cancellation of the Orders.

In his/her personal area of the Website and/or the App, the Guest can check at any time the summary of each single Service ordered, the relative cost, the delivery and/or supply date, the terms for the modification and/or cancellation of the Order, if applicable.

Likewise, in the case of unforeseen logistical and organisational difficulties or in the case of the unavailability of more than 2 (two) products constituting the Food Kit selected by the Guest, Owner may cancel the Order by notifying the Guest or, by agreement with the same, modify the day of delivery and/or emanation. In the case of excessive requests from Guests, Owner reserve the right to limit the number of changes to Orders already placed.

8. PAYMENT OF THE SERVICES

According to the instructions contained on the Website and/or the App, payment can be made by the Guest online, as specified below:

1. with credit, debit and prepaid cards enabled for online payments of the MasterCard, Visa, American Express circuits;
2. PayPal;
3. ATM Pay.

The price of the Service must be paid in full with a single payment method from among those indicated above at the time of confirmation of the Purchase Order.

The security of online payment is guaranteed by the service provider (the card data are transmitted encrypted directly to the Bank which authorises the payment in real time).

In any case, forms of payment in cash are not accepted.

9. INVOICING

Issuing of an invoice is not compulsory, unless it is requested by the Guest no later than the moment of placing the Order as indicated in the Presidential Decree. of 26/10/1972 n. 633 – art. 22. Invoicing data must be entered by the Guest either during registration or at the time the Order is placed.

10. RIGHT OF WITHDRAWAL

The Guest's rights are protected by Legislative Decree 206/2005 and subsequent amendments.

The Guest, therefore, has the right to withdraw from the contract, even partially, without explanation and without additional costs, on condition that the withdrawal is communicated by registered letter with return receipt to Owner S.p.A. – E-commerce Customer Service, Chiusi Scalo (53043 – SI), P.A.I.P. area – Loc. Le Biffe, or by certified email (PEC) to the address emmavillas@arubapec.it within 14 days from the day of the conclusion of the contract.

The communication may be anticipated, within the same deadline, by email (to the address experiences@emmavillas.com), provided that it is confirmed by registered letter with return receipt or certified e-mail (PEC) within the following 48 hours. This communication shall specify the desire to withdraw from the purchase of the Service. The Guest must therefore return the products covered by the Service by sending them at his/her own expense, within 14 working days of receipt, in the original packaging in which they were received (including any additional documents such as tags, labels, seals, etc.), to the following address:

Owner S.p.A.: P.A.I.P. area – Località Le Biffe – 54043 Chiusi Scalo (Siena), Italy

If the withdrawal has been exercised in accordance with the methods described, Owner will reimburse the Guest the sum paid for the purchase of the Service within 14 days from the date on which they became aware of the exercise of the right of withdrawal by the Guest. The amount refunded shall be net of delivery costs. The Guest shall be responsible for any decrease in the value of the returned good resulting from handling other than that necessary to establish the nature, characteristics and functioning of the goods.

Notwithstanding the above, the right of withdrawal **is not permitted** in the case of:

1. the purchase of sealed packaged products, which the Guest has opened in whole or in part;
2. custom-made or personalised goods (e.g. delicatessen products);
3. goods which by their nature cannot be returned or are liable to deteriorate or expire rapidly (e.g. fresh and perishable food products such as delicatessen products);
4. newspapers and periodicals,
5. virtual products (by way of example and not limited to: gift boxes, gift cards, fuel vouchers, virtual top-ups).

The right of withdrawal is also **excluded** in relation to the purchase of “EXPERIENCE” Services, **after the complete provision of the service**. The Guest is informed and acknowledges that, pursuant to art. 59, Legislative Decree. n. 206/2005, his/her request for provision of the Service prior to the expiry of the aforementioned 14-day period implies the termination of his/her right of withdrawal.

Once the aforementioned 14-day period has elapsed, and without prejudice to the cases in which the right of withdrawal is not permitted, the cancellation of the Order by the Guest will result in the application of the following penalties:

30% of the price of the Service, if the withdrawal and/or cancellation is communicated up to 60 days prior to the date of provision of the same;

70% of the price of the Service, if the withdrawal and/or cancellation is communicated between the 59th and 21st day prior to the date of provision of the same;

100% of the price of the Service, also by way of compensation, if the withdrawal and/or cancellation is communicated within 20 days prior to the date of provision of the same.

11. RESPONSIBILITY

With reference to the “FIRST EXPENDITURE” Service, Owner, and on their behalf HQF S.p.A., guarantee the respect of the cold chain and, in general, of the quality standards relating to the products contained in the Food Kits exclusively up to the moment of their

delivery to the Villa; any responsibility relating to the poor condition of the aforementioned products due to improper storage after the time of delivery is excluded.

Owner assumes no responsibility, for direct or indirect damages of whatever nature or in whatever form these may manifest themselves, on the information provided/acquired by the individual producers or distributors.

12. PROCESSING OF PERSONAL DATA

Owner will proceed to the processing of personal data of the Guest in compliance with the regulations regarding the processing of personal data as specified in detail in the information available on the Website www.emmavillas.it or at the following link:

13. FORUM

Any and all disputes that may arise in relation to the application, interpretation and execution of these General Conditions will be indisputably devolved to the judge of the place of residence or domicile of the consumer, if located in the territory of the State.