

## General booking conditions short term rentals - tenant

1. **Parties.** These general booking conditions short term rentals – tenant (‘conditions - tenant’) are applicable in the relationship between the following parties:
  - a. SpecialUmbria (‘SU’) is the business name of the company Macland B.V., P.O. Box 161, 2350 AD Leiderdorp, The Netherlands, telephone number +39 3276112873, e-mail: info@specialumbria.com, registered at the Chamber of Commerce and Industry of The Hague under number 273453580000 and with VAT-number NL820862460B01, authorised and capable to offer real estate properties for short term rent;
  - b. Tenant is the company or private individual who rents through SU for short term the Property as described in article 3 hereof. SU enters into a contract with Tenant by means of a separate booking confirmation in which all rental terms are specified including these conditions – tenant as well as the Privacy terms (both of which form an integral part of said contract);  
where SU is instructed to introduce to Tenant the following third party:
  - c. Owner is the company or private individual legally owning the real estate property (as further specified in article 3) offered for short term rent through SU. Owners’ responsibilities hereunder may or may not be delegated to another person (e.g. caretaker or property manager).
2. **Collaboration agreement short term rentals.** Owner and SU declare to have entered into a collaboration agreement short term rental between them for the Property offered for rent through SU. Owner has authorized SU to offer for short-rental and to rent out for short term on her/his behalf the Property as described in the profile on the website [www.specialumbria.com](http://www.specialumbria.com).
3. **Property for short term rent.** Owner has guaranteed to SU that the Property offered for rent is of high level of maintenance: at all times the entire Property is clean, where, if present, the garden is continuously kept well maintained and the swimming pool is clean and ready to use during opening period as described in the Property profile. Owner is responsible for taking out an adequate home and contents insurance policy as well as civil liability insurance that allows Owner to host paid guests (Tenants) in the Property. Tenant is responsible for her/his own travel and civil liability insurance policy when staying at the Property. Owner will ensure that an English-speaking person (caretaker, property manager or Owner her-/himself) is present at the Property during the check in, available during Tenant’s stay to answer questions and/or resolve property-related issues, and to be present at the Property to perform the check out. An up to date English language written property guide with information on how the Property premises function as well as extensive touristic information on the direct environment of the Property will be made available by Owner in the Property.
4. **Short term rental.** Under short term rental is intended the normal residential use of the rented Property by Tenant during the agreed rental period in the confirmed booking.
5. **Rental period.** The rental period in a confirmed booking is the time between two calendar dates in which short term rental takes place. A standard rental period is a week and runs from Saturday as of 16.00 hours CET to the following Saturday 10.00 hours CET unless stated differently in the profile on the SU website. Subject to prior approval from Owner SU may agree different arrival or departure days/times with Tenant.

- 6. Property availability.** SU will publish the Property availability for short term rentals online through [www.specialumbria.com](http://www.specialumbria.com).
- 7. Prices.** Rental prices, cleaning fees, security deposit and prices for any additional services required by Tenant are expressed in euros (EUR) in the booking confirmation mail. All prices include any taxes (e.g. VAT, tourist tax, etc.) and/or any other legally mandatory contributions, if owed. Payment of all amounts due will take place via [www.Mollie.com](http://www.Mollie.com). SU cannot accept incoming payments (from Tenant) nor pay out sums (to Owner) in other currencies than euro (EUR). In case Tenant would like to pay in another currency she/he is responsible for exchanging her/his currency for the exact agreed amount in euros (EUR). Neither SU nor Owner can be held responsible for changes (over time) in exchange rates nor for the cost of exchanging any foreign currency to the euro (EUR).
- 8. Facilities included in rental price.** Owner guarantees to SU and Tenant to use best efforts that during rental periods all facilities of the Property as indicated in the Property's profile on [www.specialumbria.com](http://www.specialumbria.com) are available in top condition and properly functioning for normal use under the conditions mentioned on the website. Among other things this means that, if present, the swimming pool is open and clean during opening period as specified on the website, all equipment is in working order and the garden is in an optimal state of maintenance all year through. The maintenance and use of all the facilities are included in the agreed rental price unless explicitly stated differently on the SU website.
- 9. Cleaning fee.** On top of the rental price agreed with Tenant a mandatory fixed weekly fee can be added for cleaning the Property, to be paid by Tenant. The conditions (price and exact cleaning activities) are specified in the Property's profile on the SU website.
- 10. Security deposit.** Owner will take care that personal and other expensive private belongings (clothes, jewelry, etc.) are removed or stored securely from the Property before the arrival of a Tenant. Tenant will have to give a security deposit to SU as specified in the booking procedure and in the profile on the SU website. The security deposit will be held by SU in its escrow accounts until the end of the rental period.

The security deposit will be returned in full after the rental period after verification that there are no damages and/or any item missing belonging to the Property which was present in the Property upon arrival. Tenant and Owner will need to flag immediately to the other party any damage(s) and/or missing item(s) as soon as detected. In case of damage(s) and/or missing item(s) caused by Tenant, Owner has the right to claim the cost of replacement of the missing item(s) and/or the cost of the repair of the damage(s).

Latest two days after departure of Tenant from the Property, Owner may flag any missing item(s) and/or damage(s) caused by Tenant, either directly to Tenant during his stay at the property or per email to SU after departure of Tenant: [info@specialumbria.com](mailto:info@specialumbria.com). Upon receiving from Owner within maximum two months after departure of Tenant a market competitive invoice of the replacement of the missing item(s) and/or repair of the damage(s), SU will wire the corresponding amount directly to Owner; an eventual balance will be wired back by SU to Tenant. In case Owner shall be entitled to invoice Tenant for any additional amounts exceeding the security deposit, said additional amount shall be payable directly by Tenant to Owner within 10 days of receipt of the invoice via SU; SU will wire in this case the security deposit in full to Owner. In case SU has not received any communication from Owner regarding damage(s) and/or missing item(s) latest 2 days after departure of Tenant and/or if SU, upon timely report by the Owner within latest two days after departure of Tenant, doesn't receive an invoice for the replacement and/or repair within maximum two months after departure of Tenant, SU will proceed wiring back the full security deposit directly to Tenant.

SU cannot in any case be held responsible for eventual damage(s) and/or missing item(s).

**11. Additional services against separate charge upon Tenant's request.** Tenant may book upon request via SU, and only if offered by Owner of the Property as shown on the website as well as pending availability, additional services for the booked rental period, against separate charge, in two different categories:

- a. additional services and goods not included in the rental price and, if desired, to be booked through SU and paid directly to Owner to be booked and paid through SU (pool heating, baby bed/cot, extra bed, extra cleaning for domestic animal's stay). SU will handle the booking and payment of this category of services between Tenant and Owner.
- b. additional services and goods not included in the rental price and, if desired, to be booked through SU and paid directly to Owner (e.g. shuttle-, shopping-, cooking-, catering-, baby sitting-, massage- and extra cleaning/maid services, use of extra bed linen and towels, extra firewood (for BBQ or stove/fireplace), sale of local products (like wine and olive oil), etc.). This category of services may be booked through SU at least 1 week before arrival. Payment will need to be settled in cash between Owner and Tenant upon delivery of the service or latest upon departure of Tenant. In no case the security deposit can be used for the payment of any of this category of services, nor can SU be held responsible for a (partial) non-payment of these services by Tenant.

**12. Booking procedure.** The booking procedure consists of the following steps:

- a. Options. When contacting SU to rent a Property for short term, Tenant may ask for an option to book the Property of her/his choice for a maximum of three (3) calendar days. SU will check availability with Owner. After this three-day period the option automatically expires for all parties or may be turned into a booking (if not done already earlier) where SU will confirm the main details of the booking per email both to Tenant and Owner: name Property, number of people staying, rental period, agreed rental price and any additionally required services. Also, without taking an option, Tenant may immediately book the Property of his choice by sending an email to SU: [info@specialumbria.com](mailto:info@specialumbria.com).
- b. Booking information. SU will send a booking confirmation email to Tenant containing the booking information, these conditions - tenant, the Privacy terms as well as payment instructions.
- c. Booking confirmation (payment of confirmatory deposit and hand over address details). In the booking confirmation email Tenant is required to pay the confirmatory deposit of the rental price, being 30% of the total agreed rental price, to SU and hand over to SU her/his address details. Also, Tenant is asked to fill out the form with personal details of all guests staying at the Property during the rental period, as required by the local authorities. The payment process is facilitated by [www.mollie.com](http://www.mollie.com), an exclusive business partner of SU certified to handle third party payments amongst which bank transfers and credit card payments. Once SU has received the full confirmatory deposit and the full address details of the Tenant, the booking is completed and confirmed. By paying the confirmatory deposit Tenant also explicitly accepts these General Booking Conditions Short Term Rentals - tenant as well as the Privacy terms. If the full payment of the confirmatory deposit and/or the full address details have not been received within 5 calendar days from sending the booking confirmation email by SU, SU is entitled to cancel the booking with no further liability towards Tenant.
- d. Balance payments. Tenant will be asked, via an email reminder sent out by SU, to perform latest 6 weeks before the commencement date of the rental period, the balance payments (balance agreed rental price, total cleaning fee, security deposit if required and additional services required by Tenant if any), again to SU. This payment process is also handled via [www.mollie.com](http://www.mollie.com).
- e. Last minute bookings. In case of a booking confirmed equal to and less than 21 days before arrival date, Tenants are kindly asked to pay the total agreed fee (rental price, total cleaning

fee, security deposit if required and additional services requested by Tenant if any) at once via regular bank wire/transfer. For this purpose, SU will hand over to Tenant the bank details of its SU Rentals bank account and will kindly ask for the payment receipt in order to secure the booking. The payment in this specific 'last minute' case cannot be handled via the SU payments partner [www.mollie.com](http://www.mollie.com), nor can be paid with credit card.

- f. Voucher. After all amounts and necessary personal data have been received in full by SU, Tenant will receive at their email address a voucher with the full details of the rental booked at the Property (full name and address of the Property, contact details of the Owner and/or caretaker/property manager on her/his behalf as well as detailed directions from the main airports/motorways to the Property). This voucher will also be the formal identification on the day of arrival. SU will keep proper records of the personal contact details of Tenant permitting the Owner to contact Tenant in case of necessity (issues shortly before arrival, personal belongings left at the Property after departure, etc.). At all times SU and Owner will respect the Privacy terms.

**13. Cancellation and postponement/rebooking.** Tenant may cancel the confirmed booking, but will need to compensate Owner and/or SU with a sum equal to the following percentage of the total agreed rental price, depending on the length of the period from the booking date to the cancellation date as to the expected arrival date:

- a. between booking date (= date in which the booking confirmation has been sent by SU) and 4 months before arrival: 30%;
- b. between 4 months and 6 weeks before arrival: 75%;
- c. less than 6 weeks before arrival: 100%.

The communication of withdrawal or cancellation of a confirmed booking must be done by email to SU: [info@specialumbria.com](mailto:info@specialumbria.com).

Only in case of the event that the Property is not habitable or cannot be made habitable during the booked period in accordance with the conditions as advertised on the Property profile and agreed in the booking confirmation (e.g. due to heavy damage to the Property), Tenant is entitled to receive back all sums related to the confirmed booking paid by Tenant without further liability of SU and/or Owner for any damage whatsoever.

In case the Property is sold before the start of the rental period and the new Owner does not accept carrying out the rental booking in accordance with the conditions as advertised on the Property profile and agreed in the booking confirmation, previous Owner is entitled to cancel the booking in full until maximum 3 months before the arrival date. In such case Owner is obliged to reimburse to Tenant, via SU, the full down payment paid by Tenant.

If Owner cancels the booking within 3 months before arrival date, Tenant is entitled to receive back all sums related to the confirmed booking paid by Tenant to SU, plus all other travel cost (excluded private air transport) related to the confirmed booking that were paid or payable by Tenant at the time of cancellation, only if properly documented.

In case of force majeure (as defined in Article 6:75 of the Dutch Civil Code) including the situation in which Property cannot be reached on the day of arrival (start rental period) due to restrictions imposed by public competent authorities, SU is entitled to offer and mutually agree with Tenant a new rental period in the same Property against minimum the same paid value latest in the next calendar year. In such occasion only, the payments for security deposit and cleaning fee will be wired back to Tenant by SU, where these will be required again by SU before the start of the newly agreed rental period, according to the regular booking procedure as outlined in these General booking conditions for short term rentals.

- 14. Notification of guests.** Italian law requires the notification to the local authorities (police) of guests renting private houses, apartments and villas for short term. Tenant is held to comply with this regulation by handing in the required personal data to SU. At all times parties commit to respecting the SU Privacy terms.
- 15. Arrival of Tenant (check in).** Owner, or a delegated person on her/his behalf, shall be present at the Property upon arrival of Tenant. Tenant must arrive within the time window as specified in the voucher. Also, Tenant is kindly asked to follow the instructions in the voucher and communicate to Owner or her/his caretaker/property manager 1 day before arrival the approximate time of arrival on the next day. In case of very early or late arrival, outside the set window of arrival times and not explicitly agreed upfront in writing with SU and/or Owner, Owner has the faculty to charge an arrival fee. Tenant will respect the presence of the maximum number of people (adults + children) and any allowed animals (dogs) during the entire rental period, as agreed in the confirmed booking and repeated in the voucher. In case the maximum numbers are exceeded by Tenant, Owner has the faculty to send away the number of people/animals exceeding the maximum numbers. Alternatively, Owner may allow the extra number of people/animals to stay, only with the mediation of SU, including extra payments of rent and any other extra required service (e.g. beds, cots, etc.). In no case the total number of people/animals present may exceed the total allowed number of people/animals in the Property as published in the profile on the SU website.
- 16. Availability Owner during rental period.** Owner shall communicate upfront to SU whom the Tenant can contact during the rental period in case of questions, urgencies, etc.
- 17. Tenant's behaviour.** Owner shall ensure that a clear updated Property guide written in English is available for Tenant in the premises. Tenant acknowledges that all habitable roofed spaces of the Property are non-smoking areas and that the use of the swimming pool and any equipment in a playground or garden, if present, are fully at own risk. Children under the age of 12 years are expected to be supervised by at least one adult. Furthermore, Tenant acknowledges and agrees that it is strictly forbidden to move furniture around the Property, to bring internal furniture and accessories outside and to utilize them in a manner for which they are not provided. In case these rules of behavior are not respected by Tenant and/or their guests and this causes damage to the Property and/or to its furnishings, the Owner or caretaker on his/her behalf shall be entitled, upon his/her sole judgment, to notify Tenant of termination of the short-term rental or in extreme cases to send away Tenant from the Property, with the faculty to demand the assistance of the local authorities. SU declines any responsibility in case of disputes between Owner and Tenant.
- 18. Departure of Tenant (check out).** Owner, or a delegated person on her/his behalf, shall be present at the Property upon departure of Tenant. Except for final cleaning which will be carried out by Owner after departure of Tenant, Tenant will leave the Property in a tidy state, similar to how the Property was found upon arrival. Tenant is held to leave the Property before the hour as specified in the profile on SU website as well as in the voucher. Also, Tenant is kindly asked to contact Owner or her/his caretaker/property manager 1 day before departure about her/his approximate time of departure on the next day, allowing Owner to be present at departure. In case of unannounced departure by Tenant, Owner has the faculty to charge a departure fee to Tenant whilst keeping her/his right to claim eventual damages and missing items in the Property as well as the price of eventual non-paid extra services required by Tenant.
- 19. Privacy terms.** SU respects the privacy of all its (potential) clients and is committed to ensuring that it is protected. In the SU Privacy terms is laid out which information SU requires from her clients as well as how SU uses this information. A copy of the SU privacy terms can be downloaded at [www.specialumbria.com](http://www.specialumbria.com) or can be requested per email: [info@specialumbria.com](mailto:info@specialumbria.com). Upon booking Tenant will receive a copy directly via SU as an attachment to the booking confirmation.

**20. Camera surveillance.** If camera surveillance is present in the villa, any camera surveillance in living spaces and other private spaces during the rental period will be switched off. Camera surveillance to protect the property for safety purposes may be used and will comply with the following conditions:

- a. the camera shall only film the belonging(s) and property of the Owner;
- b. the camera surveillance will be set up in such a way that it limits any violation of the privacy of passers-by as little as possible;
- c. any filmed images will be deleted after 24 hours;
- d. Tenant will be able to identify the camera due to clear signage.

In case of a criminal event, the images may be shared with the police.

**21. Disclaimer.** SU will trust on all the information that has been given to her by Tenant and Owner and cannot therefore be held responsible for any inconvenience or damage caused by lack of information or wrong information provided by one or both parties. SU's liability under the contract is explicitly excluded as she acts as an intermediary for Owner only. Owner declares that her/his liability for any and all claims for direct damages is limited to the amount of the total agreed rental price for one (1) week. Any and all complaints concerning this rental agreement, whether it is about the Property, any additional services or any of the facilities, will be dealt with immediately upon complaint to the contact person provided during Tenant's stay. Any complaints shall be lodged forthwith upon discovery of the issue, but ultimately within 3 days after the end of the rental period if it concerns issues that could not be immediately resolved by contact person or Owner during the rental period.

**22. Settlement of disputes.** Parties acknowledge that Dutch law is applicable to these conditions – tenant, to the booking confirmation as well as to the Privacy terms. Parties shall submit any dispute arising out of or in connection with this agreement, including these terms - tenant to the competent court of The Hague (The Netherlands) except that SU, acting on behalf and for the benefit of Owner, may also bring a claim to the competent court in the jurisdiction of Tenant.

's-Gravenhage (The Hague), The Netherlands, January 2nd, 2023