

## **RULES, TERMS AND CONDITIONS OF CONTRACT**

**Accommodation:** RESIDENCE VILLA GIARDINI - Via Larunchi, 14 - Giardini Naxos (ME)

### **Price**

The published price is expressed in Euros and is intended per day, or for the calculated period of stay, per housing unit and for the number of people expected.

It includes: flat rate for the consumption of electricity, water and gas, bed linen and towels, kitchen equipment, and final cleaning.

It does not include: additional changes of bed linen and / or towels (unless otherwise provided), the security deposit, the tourist tax, any damages and any other services requested by the customer which must be paid on the spot.

### **Reservation and payment**

The reservation can be made through the website, e-mail or telephone. Upon receipt of the booking confirmation, the customer must pay the expected percentage (according to the offer in force at that time) of the total amount of the booking as a non-refundable deposit, according to the payment methods provided, and send a copy of a identity document of the person who books. The balance must be paid on the day of the beginning of the stay, if not yet paid, or at the Check-out if guaranteed by a valid credit card. The payment of the tourist tax must be made at the accommodation upon check-out, which will issue a specific receipt. For bookings and payments, what is already described in the illustrative part of the offer also applies, which must be considered an integral part of this regulation. Failure to comply with these rules will result in the cancellation of the reservation.

By confirming the reservation, by credit card to guarantee or payment of the deposit, the customer accepts the rules and contractual conditions of our accommodation facility.

Reservations are personal and cannot in any case be transferred to third parties, either free of charge or for a fee or for commercial purposes.

### **Cancellations - booking changes**

The conditions of sale of the reserved rate specify the cancellation and / or modification of the reservation.

The sums paid in advance as a deposit cannot be refunded. This clause is indicated in the conditions of sale of the tariff.

In the event that for any reason a customer cancels the booking beyond the cancellation terms, he will not be entitled to a refund of the amount already paid at the time of booking as a non-refundable deposit, and may be charged as a penalty (according to the type of offer booked) the entire period of the stay. For NON-REFUNDABLE offers, in case of cancellation and / or modification of the reservation, or in case of no-show, a penalty equal to the whole stay will be applied.

For requests to change bookings already made, which entail the change of the period of the stay, we will try to reach accommodation in a good-natured way and by mutual agreement, and in any case within the limits of the availability of the accommodation and at our complete discretion. In case of impossibility to change the request will be considered cancellation and governed by the cancellation conditions above.

### **Unavailability of accommodation has occurred**

If causes of "force majeure" prevented making the booked accommodation available to customers, we reserve the right to be able to assign another accommodation with similar characteristics or higher than the same price, or in extreme cases to cancel the reservation, refunding the tourist only the amount already paid, possibly also in the form of a *Voucher* equal to the amount paid, to be used within one year of the issue, and in any case without the customer being able to make further claims for any reason.

Acceptance of the new apartment extinguishes any right to any refunds or requests of any kind.

### **Unable to stay invoked by the customer**

In case of cancellation of a reservation by a Customer for a hypothesis of "force majeure", the same must be proven by medical documentation and / or by provision of the health or public safety authorities.

In the event that the unexpected impossibility for the customer to stay for the booked period is demonstrated, and if the customer has already paid a deposit or the balance of the booking, our accommodation will provide a refund to the tourist, under form of a *Voucher* equal to the amount paid by the customer, and to be used within one year of issue.

### **Arrival - Check-in**

Arrival in the accommodation must take place from 04:00 pm, unless otherwise agreed. The customer will be greeted by the management staff who will give him a warm welcome, give him the keys to the house and show the rooms and services reserved for him. The accommodations will be delivered clean and in perfect order. In case of delay, the customer must notify by calling the numbers indicated at the time of booking. The accommodation will be delivered as soon as possible. Upon arrival, the customer is required to present an identity document of all the persons for whom the reservation was made, in order to allow registration with the competent authorities. Upon delivery of the keys, the customer must pay the security deposit in cash of € 150.00 and / or provide the data of a valid credit card to guarantee the payment of the stay and / or the Tourist Tax and / or to guarantee any extra paid services to be requested.

The Accommodation reserves the right of access to the accommodation to carry out the necessary maintenance operations.

The customer cannot occupy a room for a number of people greater than that foreseen during the booking phase. In case of violation of these regulations, the Accommodation reserves the right to invoice the responsible customer for the cost of the room corresponding to the number of people in excess, whether present or not, at the rates in force at the time of the violation.

### **Refusal or removal of the customer**

The customer may be refused entry to the accommodation in the following cases:

- lack of documents;
- failure to pay the balance and the security deposit
- invalid credit card.

In the event that any replacement of person occurs during the stay, without prior authorization, immediate removal may be required. The customer can be removed even if during his stay he behaves contrary to the most basic civil education rules.

The immediate removal will result in the loss by the customer of the sums already paid, without prejudice to further damages.

### **BEHAVIOR**

We kindly ask our customers to behave respectfully within the structure during the entire period of their stay.

A behavior must always be maintained that in any moment of the day and in no way damages the tranquility of others.

Please do not slam the doors but accompany them, if you return to your room late please close the door of your room gently so as not to disturb those who are already sleeping. The same rule applies in the afternoon.

### **Time of Absolute Silence**

In the hours 14.30 - 16.30 and 23.00 - 08.00 we kindly ask customers to observe appropriate behavior to ensure that the rest of the guests is not disturbed (including the high tone of voice) .The use of television or radio is allowed with extreme moderation and in any case in absolute respect for the time of silence.

### **Expulsion and Removal**

The Management, as provided for by the laws in force of the Italian Republic, has the right to expel without notice anyone who does not comply with the regulations or behaves in such a way as to create damage or disturbance.

According to the hotel policy, all guests enjoy the right to respectful and dignified treatment and, as responsible reception facilities, we have an obligation to protect guests from inappropriate behavior. If a guest's actions are found to be inappropriate by a staff member, or if inappropriate behavior is reported, the hotel reserves the right to take action against the guest once this has been verified. Depending on the seriousness of the guests' actions, the hotel may, at its discretion, request the intervention of the police or remove guests from the property.

### **Departure - Check-out**

Customers must vacate the apartments by 10:00 am on the day of departure, in order to allow for the rearrangement of the apartment before the arrival of new tourists. However, the customer will be cleaned with particular reference to the kitchen, under penalty of a fine of € 30.00.

In case of delay in the release of the accommodation, the amount due for the Late Check-out will be charged to the Customer.

### **Complaints**

For any complaint, the customer must get in touch, using the contact details at his disposal, with the receptionists who will promptly work to resolve any problem. Any claims for facts or events, such as to cause significant damage or in any case such as to induce the customer to request compensation for the damage suffered, must be communicated in writing and delivered to one of the managers. Complaints submitted after departure and previously not reported in writing will not be accepted in any way. In the event of a complaint, the customer undertakes to allow the managers of the facility the time necessary to resolve any problems. In the absence of the complaint communication made in the above forms, customers who abandon the accommodation before the scheduled date, will lose the right to a possible refund of the price of the stay and will in no case be reimbursed for hotel and other expenses any costs.

### **Major force**

By "Force Majeure" is meant any event independent of the will of the parties, of an unpredictable and insurmountable nature, which prevents the Customer or the Hotel from fulfilling, in whole or in part, the obligations established in the contract. Events normally recognized as such by laws and regulations of the Italian State and / or by the jurisprudence of Italian courts are considered cases of "force majeure" or "fortuitous". The term "Force Majeure" includes, but is not limited to fortuitous, natural or malicious cases of any kind which make the booked accommodation totally or partially unusable, as well as riots, civil or international wars, natural disasters, fires, municipal, legislative, military or any other type of authority that is beyond the control of our Accommodation. Neither party must be held responsible for any breach of contractual obligations attributable to causes of "force majeure". It is expressly agreed that an event of "force majeure" suspends, for both parties, the fulfillment of mutual obligations and that each party must bear the burden of costs that may arise. Therefore, the Accommodation reserves the right to reduce, alter or cancel a booking and / or other agreed services in the event of "Force Majeure". The Customer will not have the right to claim any compensation for losses (even indirect) caused by the aforementioned restriction, alteration or cancellation.

### **Dispute resolution**

Any dispute that may arise in relation to these Terms and Conditions will be left to the exclusive jurisdiction of the Court of Catania (CT), without prejudice to the application of mandatory rules relating to the consumer.

In any case, the Accommodation facility and the Customer undertake to attempt amicably the resolution of any dispute that may arise between them.

### **Acceptance of the general sales rules and conditions**

The internal rules of the Accommodation apply to all reservations. Any stay implies acceptance of the Accommodation Regulations, Terms and Conditions. Failure to comply with the above provisions will result in the immediate termination of the contract.

The terms and conditions of sale of the stays are governed by Italian law.

### **Limits of Liability**

Our Accommodation facility takes care of and updates the information contained on its website. In any case, anyone wishing to purchase products or take advantage of the services described on the site **www.villagiardini.it** must not refer to this information, but must further ascertain the actual nature of the products and services, as well as their concrete suitability for use which the User intends to do with it. It follows that all information on this site is provided without any guarantee, implicit or explicit, of any kind, such as, by way of example, product quality or suitability for a specific purpose.

In no case will the Accommodation facility be responsible for direct or indirect damages of any kind, caused by the use of the website

**www.villagiardini.it**. The information contained on this site may be inaccurate or vitiated by typographical errors. The information can be changed and / or updated without notice, as well as the products described can be changed or improved without notice.

The original language of this contract and of the information contained on the website **www.villagiardini.it** is **Italian**, therefore texts in languages other than Italian may contain inaccuracies or errors.

Any reference must therefore be made to the original language text.

### **General informations**

The photographs published on the Website and on the mobile Services of our Accommodation or of the relative partners are purely indicative. Although every effort is made to ensure that the photographs, graphic representations and texts used to illustrate our accommodation structure reflect the offer offered as faithfully as possible, the customer may encounter differences due, for example, to any renovation or replacement of furniture, or other changes.

Our accommodation does not assume any responsibility for the failure or incorrect execution of the reservation in cases of force majeure or for reasons attributable to unpredictable or insurmountable actions of third parties or customers, such as the unavailability of Internet connection, the impossibility of access the Website, external intrusions, computer viruses or failure to authorize the prepayment by the bank of the credit card holder.

### **The Accommodation facility**

Residence Villa Giardini