

Villa Roberti accommodation agreement

Hosts and Guests making bookings are required to accept these terms.

Accommodation Agreement

1. This Agreement is between the Guest named on the Booking Summary (“Guest”) and the host (“the Host”) of the accommodation as detailed in the Booking Summary (“the Accommodation”). The Host is the owner of the Accommodation or the person who is duly authorised to arrange rentals of the Accommodation. This Agreement details the terms and conditions which apply between the Guest and the Host relating to the rental of the Accommodation.
2. With this Agreement, the Host lease the Accommodation to the Guest on a short term basis for the agreed period as set out in the Booking Summary (“Rental Period”). The Guest is not a tenant of the Accommodation and he/she has not been granted exclusive possession of the Accommodation.

Booking and Cancellation

3. The Booking Summary, which the Guest has accepted, is not a booking confirmation. The Accommodation will be booked for the Rental Period upon dispatch of a booking confirmation to the Guest and the Host is not obliged to make the Accommodation available, nor is a binding contract in place, until such time as the Confirmation of Booking has been sent to the Guest by email.
4. On dispatch of the booking confirmation the Guest will be liable to pay the rental fees due in full.
5. Unless otherwise specified in the Booking Summary the following cancellation policy will apply. If the Guest cancels a booking within
6. After receiving the booking confirmation the Guest pays the Host a prepayment of 30% of the total rental amount within 48 hours. The remaining rental amount must be paid 6 weeks before arrival to the account of the Host.
7. The Guest will have to pay final balance 6 weeks before arrival, the Host must receive the payment of the rental amount at the latest 2 weeks before arrival of the Guest.
8. In case of a lastminute booking (within 14 days before the arrival) the Guest must pay within 48 hours from the booking confirmation, the entire rental amount.
9. In case of a booking cancellation in the period from confirmation of the booking up to 6 weeks before arrival date, the Guest is entitled to a refund of 50% the prepayment.
10. In case of cancellation 6 weeks (42 days) or less prior to arrival-date, the Guest is not entitled to a refund of the rental amount. The Host will be paid as normal if the Guest have paid the total rental amount.

11. Each Accommodation Agreement represents a contract to occupy a given property on given dates. Any variation of dates or accommodation will amount to a cancellation of a booking, unless otherwise agreed.

Fees and Charges

12. The Guest agrees to pay the Accommodation Fees as set out in the Booking Summary without deduction. The Guest also agrees to discharge the cost of any damage to the Accommodation or contents and to pay any fees in relation to overstaying.
13. The Accommodation Fees set out in the Booking Summary are for rental of the Accommodation only. No additional concierge or other services which the Guest intends to book are included.
14. By accepting these terms the Guest agrees to pay the Accommodation Fees in full and the Guest authorises the Host to collect the full amount referred to in the Booking Summary immediately. If the Guest fails to turn up to a booking or check-in then for the avoidance of doubt the Guest will be responsible for the entire Accommodation Fees for the booking (and the Guest hereby authorises the Host to deduct such sums from the credit or debit card which the Guest supplied when making the booking).
15. All fees and charges will be collected by the Host and will be inclusive of VAT.

Security Deposit

16. When the Guest begins a stay at the accommodation, the Guest will pre-authorize the deduction of an amount equal to 20% of the full amount of the rental period from the credit or debit card provided (which may be different from the data provided at the time of booking) as a security deposit and the Host will have the right to make deductions from this credit or debit card in case of damage to the accommodation or its contents or in case of check-out postponed or excessive stay.

Check-Out

17. The check-out time at the Accommodation is as stated in the Booking Summary. Unless the Guest has agreed a late check-out with the Host or a further period of rental then the Guest will be responsible for a full day's Accommodation Fee for any overstaying. If the Guest overstays by more than 2 hours then the Host reserves the right to enter the Accommodation, remove the Guest's belongings, change the locks to the Accommodation and take such further action as may be necessary (and the Host will charge the Guest for the costs of any such action) the Guest will also be liable for an additional fee of 600 EUR per day (or part thereof) for any unauthorised overstaying.

Safety and Conduct

18. The Guest has primary responsibility for the Guest's own safety during the Guest's stay at the Accommodation. The Guest must read any fire or health & safety guidance which is provided to the Guest and he/she must listen to any instructions or explanations which are provided by the Host when showing the Guest around the Accommodation.
19. If the Guest becomes aware of anything during the Guest's stay, which he/she believes is a health & safety risk, the Guest must inform the Host immediately.
20. The Guest must comply any building regulations and House Rules and any reasonable directions of the Host. The House Rules will be supplied to the Guest when the Guest checks-in.
21. The Host will not tolerate any verbal or physical abuse towards any of its staff or representatives.
22. The Guest may not allow any person other than the person named in the Booking Summary to occupy the Accommodation at any time together with such number of additional guests as may be specified in the Booking Summary. This Agreement is personal to the Guest and may not be assigned or transferred to any other person. The Host will not allow any person other than the person named in the Booking Summary to access or occupy the Accommodation during the Rental Period.
23. The Accommodation information specifies the maximum permitted number of guests who are authorised to stay in the Accommodation. If the Guest allows more than the maximum number of people to occupy or stay in the Accommodation, the rental may be terminated immediately and the Guest will be liable to pay a supplement of up to 120 EUR per night in respect of each unauthorised guest and the rental may be terminated immediately.
24. In addition to complying with House Rules and all reasonable directions you also agree that you will:
 - keep the Accommodation clean, tidy and clear of rubbish and leave the Accommodation in the same condition as the Guest finds it, pursuant to article 1587 c.c.;
 - not keep or take any pets or animals into the Accommodation (unless otherwise agreed with the Host and specified as pet-friendly in the Booking Summary);
 - not do anything that will or might constitute a breach of any consents in relation to the Accommodation or which will or might be in breach in whole or in part any insurance effected in respect of the Accommodation from time to time;
 - not leave any obstruction outside of the Accommodation;
 - not take any property, belongings or personal effects at the Accommodation;
 - not to move any furniture from its original position and/or room within the Accommodation;
 - not to do or permit to be done on the Accommodation anything which is or which may be or become a nuisance, (whether actionable or not) damage, annoyance, inconvenience or disturbance to the Host or to tenants or occupiers of the building or any owner or occupier of neighbouring property including (but not limited to) playing loud music or musical instruments, dancing, entertaining at the Accommodation or moving furniture;
 - not conduct any illegal or immoral activity from the Accommodation;

- not conduct any business or commercial activity whatsoever from the Accommodation;
 - not make any alteration or addition whatsoever to the Accommodation or its contents;
 - not use the Accommodation for any purpose other than for personal accommodation;
 - not invade the privacy of the Host nor publish or reveal anything which might allow a third party to identify the address of the property or the identity of the Host (even if such information is already in the public domain).
25. The Guest acknowledges that the Accommodation is a home and the Guest agrees not to access any cupboard or drawers which have been sealed with tamper tape and the Guest agrees to pay a fixed charge as set out in the House Rules for any breach of any tamper tape.
26. The Guest hereby indemnifies the Host in respect of any costs, claims, liabilities or expenses suffered or incurred by the Host (or their agents) in respect of any breach of this clause.

Property Damage

27. The Guest is recommended to hold personal insurance for accidental damage and personal liability.
28. If on arrival at the Accommodation the Guest discovers anything is missing or damaged then this must be reported to the Host immediately otherwise it will be presumed that the damage/loss was caused by the Guest and a charge will be made.
29. The Guest must notify the Host of any damage to the Accommodation, contents fixtures or fittings which occurs during the Guest's stay, even if the Guest regards the damage as fair wear and tear or if the Guest does not believe the damage is the Guest's fault.
30. Any deductions for property damage will be taken from the credit or debit card the Guest has supplied and/or on which the Guest has pre-authorized an amount as a security deposit but for the avoidance of doubt the Guest will be liable for the full amount of any damage and not just the amount pre-authorized by way of deposit.

Liability and Claims

31. Any claims made by the Guest, under this Agreement, must be made initially to the Host which shall try to negotiate and settle claims with the Host.
32. The Host will not be liable to the Guest for any business, financial or economic losses or for any consequential or indirect losses such as lost reputation, lost bargain, lost profit, loss of anticipated savings or lost opportunity arising as a result of this Agreement, the Accommodation or the rental (whether such loss arises as a result of the Host's negligence or otherwise).
33. The Host's liability will be limited to the full refund of the rental period not used by the Guest in case of unavailability of the Accommodation (as mentioned in clause 7).
34. Towards the Guest (specifically: of all the persons indicated in the Booking Summary), the host is not liable in the event of loss or damage to their properties, nor in the event of death or personal injury due to causes unrelated to the negligence of the Host.

Comments/Complaints

35. Every reasonable care will be taken to ensure that the Accommodation is presented to the Guest to a high standard. Should the Guest find on arrival that there is a problem, or cause for complaint, the Guest should immediately refer this to the Host. Reasonable steps will be taken to assist the Guest.
36. The Host is committed to ensuring that any problems or complaints the Guest may have whilst at the Accommodation are resolved efficiently and promptly, but as such the Host must be given the opportunity to do so. Any failure to notify the Host immediately or refusal of reasonable rectification may affect the Guest's right to compensation.
37. The Guest must be contactable on the telephone number provided so that the Host can communicate with the Guest about the problems or complaints. The Guest must not independently move to other accommodation without first allowing the Host the reasonable opportunity to assist in resolving the complaint or problem. If the Guest does so, or refuse reasonable rectification, this may affect the Guest's right to any compensation.
38. The Guest must formally confirm any unresolved complaint in writing by email the Host within 28 days of the end of the Guest's Rental Period.

General

39. The Guest and the Host declare that they have the power to enter into this Agreement.
40. The Guest will not be entitled to withhold by way of set-off, deduction, counterclaim any amounts which the Guest owes to the Host against any amounts that may be owed to the Guest.
41. The Host will be entitled to sub-contract or delegate their obligations under this Agreement.
42. The Host will not be liable to the Guest or be deemed to be in breach of these terms by reason of any delay in performing, or any failure to perform, any of their obligations, if the delay or failure was due to any cause beyond their reasonable control such as severe weather, subsidence, power or other utility cut-off, burglary, natural disaster, strikes, governmental action, terrorism, war and civil unrest.
43. Save in the case of fraud, these terms represent the entire agreement between the parties and supersede any previous marketing information, representations or agreements whether recorded in writing or otherwise.
44. The parties agree that these terms are fair and reasonable in all the circumstances. However, if any provision of these terms is held not to be valid by a court of competent jurisdiction but would be valid if part of the wording were deleted, then such provision shall apply with such deletions as may be necessary to make it valid. If any of the provisions in these terms are held not to be valid the remaining provisions of these terms shall remain in full force and effect.
45. These conditions are governed by and construed in accordance with the laws of Italy.
46. Pursuant to art. 28 and 29 c.p.c., the parties agree that the competent Court to hear any disputes that may arise from the interpretation and / or execution of this contract is exclusively the Court of Macerata.

47. If the Guest breaches these terms and conditions and the Host decides to take no action or neglects to do so, then the Host will still be entitled to take action and enforce their rights and remedies for any other breach.