EXTRA VERGINE HOLIDAY HOMES



Terms and Conditions (GTC) landlord / tenant

1. Contractual relationship

The agency "Extra Vergine" offers on the website the conveyance of foreign services, namely arranging contracts with the landlords of the holiday homes. The agency therefore has only the position of a mediator between the customer and the landlord. The lease is concluded directly between the tenant and the landlord usually upon arrival on site.

2. Bookings

Bookings can be made online or in writing by the reservation form of the summer cottage renting agency Extra Vergine. With the booking you agree to a binding conclusion of a lease. Only with a written confirmation the lease is concluded. The booking confirmation you receive from the agency Extra Vergine is - on behalf and on account - of the landlord.

3. Prices

All prices are listed in the house descriptions.

4. Payments

Extra Vergine is in regard of all payments, even regarding cancellation and other payments to the landlord a debt collector of the owner.

The deposit amounts are to be transferred to the account of the agency Extra Vergine who is controlling and processing payments in the name and on behalf of the landlord. The final payment is to be paid cash on arrival to the landlord or his representative or in exceptional cases on the account of the agency Extra Vergine until two weeks before arrival. Payments by check or credit card are excluded.

5. Payment terms

With conclusion of the contract/booking and the delivery of a booking confirmation, a deposit for the rental becomes due. The balance is to be paid upon arrival in cash to the landlord or its agent. If less than 7 days before arrival a booking is made, the total payment amount is to be paid directly in cash on arrival to the landlord on site.

6. Number of persons

The rental property may only be occupied and used by the number of people stated in the booking confirmation. The number of persons indicated also include children, toddlers and babies. If the rates for the holiday home are staggered by people, all persons have to be indicated. The maximum occupancy is stated in the house description. The landlord is entitled to reject all persons who are brought additionally.

7. Deposit

If a security deposit is due it is stated in the house description. The deposit is then due on arrival in cash on site. Repayment will take place at the end of the contractual relationship as well in cash by the landlord. The deposit ratio takes only place between the customer and the landlord. Extra Vergine meets no obligations to accounting or repayment of the deposit.

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8. Consumption costs

Depending on the object, the consumption costs for electricity, gas, water are included or charged separately. Please note exactly the description of the object. The heating costs are calculated separately as stated in the house description.

9. Cleaning

The final cleaning is charged as stated in the house description.

We ask you to keep the object in order even if the final cleaning is included. Final cleaning means that the object is cleaned thoroughly, bed linen, towels and kitchen towels are washed, the garden is maintained and the pool is cleaned. The broken or missing items are replaced.

Nevertheless before departure we ask our guests to do the "general cleaning" theirselves: Wash the dishes, clean the stove, strip off beds and leave the object swept. We ask you expressly to dispose of household waste regularly. In every village there are large collection containers, dustbins at every house as f.ex. in

Germany are not available. Please do not leave any food in the fridge at your departure. If the requirements of general cleaning are not respected, the deposit could not be refunded.

10. Pool

Please do not throw stones into the pool, as it may cause serious damage costs. The pool cleaning is done once or twice a week, depending on weather conditions, at indefinite times by the pool technician. Use of the pool is at your own risk, parents are liable for their children.

10. Sheets

The beds are made upon arrival. A change of linen is possible if required at extra cost.

11. Pets

Pets are allowed, if stated in the house descriptions. However, they have to be announced in the contract. We ask you to remove the excrements from the garden.

12. Damage

In case of culpable causation of damage to the vacation home or the property, the owner requires compensation.

Tenants are required to notify immediately any damage caused.

13. Arrival and departure

The accommodation is available on the arrival day from 4 until 8 p.m. and must be left on departure day until 10:00 a.m. Late arrivals by prior arrangement.

14. Cancellation and termination by the tenant

You can withdraw from the booking at any time prior to departure. In any case the receipt of the cancellation notice is important. The cancellation declaration must be made in writing (letter or email). In general our flat charges of cancellation fees for the cottages are the following:

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- In case of cancellation up to 12 weeks prior to arrival date a handling fee of 50 Euro is due
- In case of cancellation at least 4 weeks prior to arrival date 50% of the rent is due
- In case of cancellation later than 28 days before arrival date or failure to travel the entire rent amount is due

In case of later arrival or early departure, for whatever reason, the agreed final rent amount is due. If you are able to provide another tenant, the first tenant will not be charged. The only condition is that I receive a binding and written notice from you.

For your own protection, the landlord recommends to take out a trip cancellation insurance.

- 14.1. Deficiencies of the service rendered by Extra Vergine must be reported immediately and the tenant has to give Extra Vergine the opportunity to remedy the situation. If a notification has been avoided culpably any claims of the customer out of the contract are invalid if ExtraVergine would have been able to provide adequate remedies.
- 14.2. Defects of the holiday home itself, its facilities or other defects or faults are to report immediately by the customer to the landlord himself (via the contact person Malgorzata Klaus) and to demand remedial actions. If a notification has been avoided culpably, any claims of the customer against the landlord are invalid if he would have been able to provide as soon as possible or within 72 hours at the latest adequate remedies or to put an equivalent other holiday home at disposal. A notice after return directly to the agency in Germany is therefore ineffective.

15. Cancellation and termination by the landlord

Without notice in case of acts of god and unforeseeable compelling reasons which makes it impossible to fulfill the contract. Without notice and the right to demand compensation if the tenant breaks the contract.

16. Liability

The landlord is liable to render the services agreed upon in the lease.

17. Disclaimer

Liability for occasional failures or breakdowns in the water delivery and / or an uninterruptable power supply is excluded, as well as a liability for the constant operational readiness of installations such as heating, air conditioning, elevator, swimming pool, etc. We are not liable for a non-performance of services, we are not responsible for, e.g. in cases of "acts of god" such as natural and environmental disasters, wars, crises, strikes, epidemics, etc. No liability exists for burglary or theft, and items brought by the guest. This is especially also valid for valuables, which guests keep safe at the apartment or even leave there. It is in the customers own interest to effect an insurance against these risks.

The host, his fellow travelers or visitors are liable for all damage caused culpably by them, in the house and / or in the vicinity of the holiday object.

Any damage must be notified to us or the property owner immediately. We are also not liable for damages which were neither grossly negligent nor willfully caused, nor for any damage which is in the only responsability of a service provider. The landlord has the right to offer an equivalent object. Another claim for compensation does not exist. The contract may be terminated without notice by the landlord if the tenant is in breach of the contract. The rent shall be forfeited in this case.

Many properties are equipped with steep stone stairs or winding stairs and are built on a terraced terrain as in the house description mentioned. The objects are decorated to the best knowledge and belief of the owners. We are not liable for accidents in the home and on the ground belonging to the house.

Parents are responsible for their children.