

# Terms and Conditions of Tenancy

## §1 Lease – Prices

The lease is carried out in the name and in favour of the property's owner with the exclusive and sole object of tourist tenancy and according to the rates indicated in the price list of DI CASA IN SICILIA. All of the houses are furnished with fitted kitchen or with equipped kitchen corner (crockery, pots, fridge). In the description of each single accommodation unit it is stated which electrical household appliances (TV, washing machine, dish-washer, etc.) are available. Please, notice that the accommodations mostly belong to different private owners and therefore have their own different features. Because of this it is better to point clearly out any particular requirement of yours at the very same moment of the reservation and in any case, these specific requirements must be pointed out before your acceptance of the contract and put down in words in the proper "booking form". Domestic animals are usually not allowed into the accommodations except for some properties: in these particular cases their presence will be permitted only upon your previous specific demand and only after a subsequent confirmation on the part of DI CASA IN SICILIA. The beds signed by the symbol "+" must be considered as additional beds and at any rate less comfortable either for distribution and privacy than the usual sleeps (e.g. sofa-beds or beds located in the living room).

The tenancy rates are meant to be per accommodation unit and per week and inclusive of: water, electricity, gas consumptions, final cleaning; possible cot for babies and possible additional bed for adults (if available and previously requested at the moment of the reservation).

Not inclusive in the tenancy rates (except for different indications reported in the price-list) are: bed linen and towels; possible expenses for the heating and/or for the air-conditioning (if available); use of infrastructures and/or services (e.g. resort animation, hire of sunshades, etc.) if reported in the single description of the accommodation unit with the diction "extra". All these possible "extra" charges are meant to be payable locally. Please note that local tourist taxes are not included in the price and shall be borne by the customer and paid directly to the owner or administrator on site.

## §2 Bookings

In order to book please, send an e-mail, phone, fax or personally apply either to DI CASA IN SICILIA or to the fixed travel agencies. The booking is dependent to the previous confirmation of the availability of the chosen lodging on the part of DI CASA IN SICILIA and is considered totally valid only after DI CASA IN SICILIA has received the official "request of booking" and the pertinent amounts of the lease. Within 3 days from your reception of the written and official "booking confirmation" on the part of DI CASA IN SICILIA your "request of booking" must be forwarded to DI CASA IN SICILIA together with an evident proof (copy of the bank transfer sent via e-mail or fax) of your first payment equal to a 30% deposit of the whole lease price. You shall receive at home – sent on the part of DI CASA IN SICILIA – a complete "statement of account" summing up all the amounts of your reservation: the one already down paid (deposit) and the one still to down pay (balance). The balance must be down paid at least 30 days earlier than the beginning date of your stay. For those bookings carried out just in the running of the 30 days preceding the beginning date of the stay – differently – the total amount of the tenancy must be

down paid thoroughly right at the very moment of your reservation. Once your balance is received DI CASA IN SICILIA will send you an “accommodation voucher” of its own providing you with all the useful information about the delivery of the keys and the travel directions to reach the reserved accommodation itself. The contract between the two parts will be considered regularly active and already definitive with your down payment of the deposit. Should you fail to down pay the deposit amount within 3 days from your reception of the written and official “booking confirmation” sent on the part of DI CASA IN SICILIA, your booking itself will be automatically cancelled.

### **§3 Length of tenancy – arrival time**

The minimum length of the tenancy is one week for the most part of the properties, generally beginning on the Saturday afternoon (between 16:00h. and 20:00h.) of the arrival date and ending on the Saturday morning (between 08:00h. and 10:00h.) of the departure date. Any alterations concerning the arrival and departure times must be previously arranged with the key-holder and at any rate subordinated to his/her acceptance. No reimbursement is provided for in case the holiday-maker anticipates or delays his/her arrival. Please, notice that in August DI CASA IN SICILIA saves to itself the right to accept – at least – two weeks long reservations.

### **§4 Number of Guests**

Only the people whose name is indicated in the “accommodation voucher” of DI CASA IN SICILIA will be allowed to occupy the property. Any possible substitution of people during the term of the stay will be permitted only if previously agreed with DI CASA IN SICILIA. The number of guests (adults + children) cannot be bigger than the number you stated at the moment of your reservation and at any rate cannot outnumber the sleeping capacity indicated in the description of the accommodation unit present on the internet site [www.dicasainsicilia.com](http://www.dicasainsicilia.com). In the total number of people in party only one child no older than 3 years will not be counted. The key-holder may forbid entrance into the accommodation to those people in excess.

### **§5 Formalities At The Arrival – Safety Deposit**

Please, 2-3 days before your arrival date phone, fax or e-mail DI CASA IN SICILIA in order to advise about your estimated arrival time and to arrange and/or confirm the modalities concerning the delivery of the reserved house. At his/her arrival the holiday-maker has to produce the above mentioned “accommodation voucher” together with a personal identification paper and leave to the key-holder a safety deposit in €, equal to the amount indicated in the description of the accommodation unit. The key-holder – might it be the tourist-real estate agent’s office DI CASA IN SICILIA, the property’s owner personally or one person in charge of his/her – can refuse entrance into the accommodation to the holiday-maker if this last does not leave a safety deposit at his/her arrival. This very same safety deposit will be refunded at the end of his/her stay – after the inventory check has been carried out contextually to the redelivery of the lodging to the key-holder – and upon deduction of any possible damage caused to the lodging itself.

## **§6 Cleaning And External Maintenance**

All of the lodgings will be delivered in clean and good conditions and basically the final cleaning is inclusive in the tenancy price. Notwithstanding this the holiday-makers have to redeliver the lodging as in order and tidy as at the moment of their arrival. Should the lodging not be redelivered as in the above written conditions the key-holder – might it be the tourist-real estate agent's office DI CASA IN SICILIA, the property's owner personally or one person in charge of his/her – can deduct up to € 50,00 for the supplementary cleaning expenses from the safety deposit left at the arrival. Besides, the key-holder – might it be the tourist-real estate agent's office DI CASA IN SICILIA, the property's owner personally or one person in charge of his/her – may have free access to the property in order to perform the necessary operations of maintenance (garden, swimming pool and so on).

## **§7 Cancellations – Changes**

In case of cancellation – confirmed in writing – of his/her reservation the holiday-maker has the right to be reimbursed of the tenancy price, net of the following penalties:

- 30% of the tenancy price if the cancellation is communicated to DI CASA IN SICILIA at least 42 days before the beginning date of the stay;

70% of the tenancy price if the cancellation is communicated to DI CASA IN SICILIA in the running of the 41 days preceding the beginning date of the stay.

The renouncing customer may let himself/herself be substituted by other person within the last 4 week-days preceding the beginning date of the stay, upon written notice previously forwarded to DI CASA IN SICILIA and paying the amount of € 30,00 because of the agent's office expenses.

Changes of term or accommodation are considered as cancellations and therefore – in such cases – the pertinent penalties will be enforced anyway. 24 hours elapsed from the failed arrival without any communication sent to DI CASA IN SICILIA the lease will be automatically rescinded and DI CASA IN SICILIA will give the availability of the lodging back to the property's owner with no obligation at its own charge.

## **§8 Responsibilities Of Di Casa In Sicilia**

Should, owing to reasons not within or circumstances beyond its own control, DI CASA IN SICILIA not be able to place the reserved property at the holiday-maker's disposal, it will be consequently allotted him – upon his/her approval – a property with similar characteristics. In the case that what has been written above could not be possible DI CASA IN SICILIA will be compelled to cancel the booking and refund the entire down paid sum to the holiday-maker who – from that moment on – will have no right to any further indemnity.

## **§9 Claims**

Each accommodation proposed has been previously visited and checked with accuracy by DI CASA IN SICILIA itself which – for this very reason – declines all responsibilities for whatever modification introduced to the lodging by the property's owner without informing DI CASA

IN SICILIA in advance. At his/her arrival the holiday-maker has to verify the good conditions of the accommodation, the inventory, the well-functioning of the electrical household appliances and make his/her possible complaints within 24 hours. The repair for possible damages caused or happened in the course of the stay will be at the customer's expense. DI CASA IN SICILIA is however at your disposal to solve possible problems. Of course, to make that possible it is indispensable that your complaints are put forward in good time. At any rate, for all those claims carried out after that 10 days are elapsed from the end of his/her stay, the holiday-maker will have no right to any kind of compensation.

### **§10 Competent Forum**

For whatever contest or controversy solely the Judicial Authority of Patti (Messina – ITALY) is competent.