

Terms and Conditions Country house Montesoffio

1. Definitions

In this document:

'Hirer' means: the person or persons named in the reservation form.

'Landlord' means: Anja M. Pronker, L' Amministratore Unico di Fra le Braccia di Morfeo s.r.l., Località Montesoffio 5, 61038 Terre Roveresche / Barchi (PU), in Italy.

'Lease agreement' means: the agreement which commits landlord to provide hirer the apartment(s) and/or B&B room(s) in the building of Country house Montesoffio, Località Montesoffio 5, 61038 Terre Roveresche (PU), in Italy, offered for let by the landlord occupied or to be occupied by the hirer.

The amounts mentioned in this document are – if applicable – VAT included.

2. Booking and content lease agreement

Booking is normally done by the hirer him-/herself, whom completes and sends directly an 'online request form' or by completing a 'reservation form' and sending it by e-mail to info@montesoffio.com.

The Landlord replies, stating whether or not the requested apartment or B&B room is available and if so, what the rental fee will be. The Landlord sets up and sends by e-mail a binding Lease agreement. The reservation is complete if the Hirer replies and accepts the offer made by the Landlord.

The Hirer is per capita accountable for all the obligations making part of the Lease agreement. The rented accommodation is merely mend for the Hirer(s) who(m) is/are being registered at arrival, in principle the ones that are mentioned in the Lease agreement.

3. Rental period

The rent is being calculated for whole weeks, in principle from Saturday to Saturday. If the rental period is different, then the rental price will be adjusted, if possible. The Hirer(s) can move into the rented accommodation on the first day of the rental period, from 16:00 hours onwards. The accommodation has to be cleared on the last day of the rental period, at the latest at 10:00 hours, connected with the final cleaning that has to be done in time. If the rental period is exceeded, then an extra day can be brought into account.

4. Payment of the hiring sum and reception of the key

After the Landlord has set up and send a binding Lease agreement by e-mail, the Hirer can make the agreement binding for both parties, by transferring a deposit ('la caparra confirmatoria') of 50% of the hire sum to the account of 'Fra le braccia di Morfeo s.r.l. The moment the Landlord has received the deposit the Lease agreement is binding. The Lease agreement expires if the advanced payment has not been added on the account of the Landlord within two weeks after the date on the lease agreement. In that case the Landlord is free to rent the accommodation to somebody else.

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The remaining hiring sum has to be added on the account of 'Fra le braccia di Morfeo s.r.l.' before the commencement of the period mentioned in the Lease agreement or has to be paid cash to the Landlord on the day of arrival. The Hirer then gets the key to the apartment in loan for the period mentioned in the Lease agreement. The key remains property of the Landlord.

Payment of extra costs during the stay (washing machine, food, drinks etc.) is being done at the end of day before leaving. Payments shall be made by bank transfer and/or cash. All payments have to be made in euro's and must be clear of bank charges.

5. Information

Only the persons listed in the Lease agreement may occupy the apartment or B&B room and the number of occupiers shall at no time exceed the maximum number of occupiers specified in the Lease agreement. At arrival the Hirer(s) has/have to be in possession of a valid passport or international identity card.

6. Alteration of booking by Hirer

Alterations of the final Lease agreement can be proposed by the Hirer. Until 28 days before the start of the rental period, the Landlord can change the Lease agreement accordingly, if possible. The Landlord will confirm the alterations by e-mail if done so. Taking in consideration what has already been paid, the Hirer has to pay the possibly altered remaining rental fee, according to what is stated in art. 4.

7. Cancellation of booking by Hirer

Cancellation of the booking must be notified to the Landlord in writing and must be sent by email. A cancellation is definitive, only when the Landlord has confirmed the cancellation to the Hirer by e-mail. If the Landlord is able to find - in time and for the same rental period - a new hirer the apartment or B&B room in question, the Landlord will payback the already received amount of money to the Hirer, minus 10,- euro administration costs.

If this is not the case, the Hirer will have to pay the cancellation costs according to the following conditions:

- where notice of cancellation is received more than 60 days prior to the commencement of the rental period the Hirer has to pay 30% of the original hire sum to the Landlord;
- where notice of cancellation is received less than 60 days prior to the commencement of the rental period but more than 30 days prior to the commencement of the rental period the Hirer has to pay 50% of the original hire sum to the Landlord;
- where notice of cancellation is received less than 30 days prior to the commencement of the rental period but more than 10 days prior to the commencement of the rental period the Hirer has to pay 90% of the original hire sum to the Landlord;
- where notice of cancellation is received less than 10 days prior to the date of the commencement of the rental period, or after that, the Hirer has to pay 100% of the original hire sum to the Landlord.

An insurance against cancellation has to be organized by the Hirer him-/herself, if wanted.

8. Alteration and possible cancellation by Landlord

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The Landlord has under important circumstances at all times the right to alter the Lease agreement. Which mean circumstances that impede the Landlord within reason to comply to the agreed obligations. If the Landlord saves money with these alterations, the Hirer has the right to his/her part of these savings. If the cause of the alteration is the responsibility of the Hirer(s), the Landlord can claim and charge the damage to the Hirer.

If the Landlord is obliged to alter the booking it will use all reasonable endeavours to notify the Hirer as soon as possible. If the proposed alteration is not acceptable to the Hirer may cancel that part of the booking that relates to the alterations and shall receive a full refund for that part of the booking. [Alternatively the Hirer may cancel the whole of the booking]. In these circumstances 'Fra le braccia di Morfeo srl' shall refund the rental fee payable in respect of the altered portion of the booking [or shall refund all money paid by the Hirer prior to cancellation as the case may be].

If the Landlord is obliged to cancel the Hirer's booking she will make all reasonable efforts to offer suitable alternative accommodation. If she is unable to do so, or the alternative accommodation is not acceptable to the Hirer on reasonable grounds, 'Fra le braccia di Morfeo srl' will refund all money paid by the Hirer up to the date of cancellation and this refund shall constitute full and final settlement of any liability that 'Fra le braccia di Morfeo srl' may have to the Hirer as a result of such cancellation

The refund of money by 'Fra le braccia di Morfeo srl' to the Hirer shall be deemed to constitute full and final settlement of any claims the Hirer may have against 'Fra le braccia di Morfeo srl' and 'Fra le braccia di Morfeo srl' shall not be liable to the Hirer in respect of any other loss the Hirer may suffer as a result of the cancellation or alteration of the booking.

9. Obligations of the Hirer(s)

The Hirer(s):

- is/are obliged to follow the all the instructions of the Landlord;
- take(s) reasonable care of the room(s) and the furniture and effects provided by the Landlord;
- leave the room(s) and all furniture and effects clean tidy and in a lettable condition at the end of the rental period;
- make good any damage to the room(s) or the furniture and effects caused by negligence wilful damage or irresponsible behaviour on the part of the Hirer any occupier or their guest (normal wear and tear excepted);
- report any damage to and effects immediately to the Landlord;
- not keep any dangerous or combustible materials in the room(s) or do anything else which might make the buildings insurance policy covering the building and its contents void or voidable;
- not keep any pets of any kind in the room(s) without consent;
- not smoke in the room(s) or in any common parts of the building;
- not remove any items provided by the Landlord from the room(s);
- pay any interest that may be due to the Landlord under the terms of this agreement.

10. Liability and force majeure

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The Landlord shall not be liable for loss and/or theft of valuable objects left in the room(s), nor damage to cars parked in the neighbourhood of the building. In addition the Landlord shall not be liable for accidents occurred in or around the building, unless coarsely fouls(s) are being made by the Landlord.

Unabated that what is written in art. 8 and 9, the Landlord is obliged to execute the Lease agreement, according to the reasonable expectations the Hirer can have on grounds of this Lease agreement. If these expectations of the Hirer are not met, he/she is obliged to report this to the Landlord, to be able to file a complaint eventually.

If the stay does not meet the meant expectations, the Landlord has to compensate the damage maybe done, unless she is not accountable. If the Landlord is accountable for the damage to the Hirer, the liability shall be limited according to the in this case complying international treaties. The Landlord neither is liable for damage covered by a travel- or cancellation-insurance. If the Landlord is liable to compensate Hirer for privation of joy, the compensation runs to a maximum of one time the rental agreement.

Undebated written above in this article, the liability of the Landlord is confined to at the most tot three times the hire sum, unless due to coarsely guild of the Landlord.

Under 'force majeure' are considered extraordinary and unforeseen conditions that are in depended of the will for he/she whose claiming them and of which the consequences, despite al the preventive measures, could not have been avoided. 'Fra le braccia di Morfeo srl' shall also not be liable for any loss damage or expenses incurred as a result of events or circumstances beyond its reasonable control including (for example) war civil strife terrorist activity labour disputes natural or man made disasters fire flood and adverse weather conditions.

11. Interest and collecting-charges

If any money due to 'Fra le braccia di Morfeo SRL' is not paid on the due date the sum unpaid shall bear interest at the rate of 1% for each month or a part of the delay.

The Hirer is also obliged to pay the off-court collecting-charges, equal to 15% of the amount claimed, with a minimum of € 100,-, unless this amount is not reasonable, taking into account the work that has to be done for the collecting.

12. Complaints

Any observed shortcoming in the execution of the Lease agreement has to be reported as soon as possible to the Landlord, to be able to find a fitting solution. If this solution is not found within reasonable time and detrimental for the quality of the stay, it should be said as soon as possible to the Landlord. If after this there is still reason to complain, the Hirer should do so preferably in writing and well motivated at the Landlord. If the Landlord considers the complaint(s) to be fair and true, a reasonable compensation shall be given.

13. Governing Law

This agreement shall be governed by the laws of The Netherlands and the Hirer agrees that the Courts of The Netherlands have exclusive jurisdiction in respect of any dispute arising from this agreement.

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