



RESORT
LIPARI
AEOLIAN ISLANDS

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GENERAL TERMS AND CONDITIONS – LIPARI – AEOLIAN ISLANDS

1) Rental Properties.

The rental agreements are concluded by MResort at the prices indicated in its website. They relate to houses which are completely different from one another and it is therefore impossible to define a general standard. MResort specifies the quality of the house following both objective and subjective assessments in order to give a general indication to the customer. Therefore, customers with specific requirements (for example: presence of a freezer for frozen products, kitchen with oven, fear of jekkos, mosquitoes or other insects, asthma problems resulting from crumbling of lime walling material or paint from walls, etc.) are strongly advised to make them known when making inquiries and to request all necessary clarifications before confirming the reservation. In any case, each house is rented as described on the internet site and the latter shall be considered definitive in the event of any discrepancies.

2) Reservations.

Reservations shall be considered to be valid after confirmation by telephone or email and receipt by MResort of the Reservation Form and the rental payments due as down-payment, and shall be confirmed in writing by fax or email.

3) Payments.

Within 5 days of confirmation by telephone the Reservation Form must therefore be received along with a down-payment of 30%. The balance must be paid before the start of the stay. Whoever fails to make the payments after expiry of these time-limits shall be considered to have withdrawn the reservation and to have de facto authorised the cancellation of the reservation. The price for the rental payment includes charges for water, gas and electricity, and any addition services during the stay are not covered unless specified otherwise. On arrival customers shall pay the deposit plus, where applicable, payments for any extra services requested.

4) Deposit.

On arrival at the accommodation, the customer is required to pay the sum of € 100.00 (or any other amount specified) as an interest-free deposit, which shall be returned to him on departure following return of the keys, and after deductions for any eventual damage caused. The amount of the deposit shall be doubled for reservations made by persons younger than 25 who rent houses with 4 sleeping places or more, and for those who bring animals, where permitted. The presence of animals must be indicated when making the reservation by telephone, and must be authorised in writing. If for whatever reason it is not possible for the customer to return the keys in person to the representative, the keys shall be left inside the house and the deposit shall be returned at a later date by post or bank transfer.

5) Number of persons.

The property may be occupied by a number of persons (adults + children) not greater than that specified in the house description. The presence of extra persons shall constitute grounds for immediate rescission of the contract, which shall not give rise to any right to compensation. This shall be without prejudice to any special agreements reached when making the reservation (e.g. regarding the presence of very young children who require cots or sleep with their parents).

6) Arrival and departure.

Customers may check in after 12.00 pm on the day scheduled for arrival, and shall check out before 10.00 am on the day scheduled for departure. Since the means of transport necessary for arrivals and departures frequently do not coincide with check in and check out times, it is possible to amend arrival and departure times by agreement with the representative insofar as compatible with the requirements of other incoming or outgoing customers. Any modification to arrival or departure times must therefore be agreed upon in advance with the representative for the house and is subject to the consent of the latter. The client must contact the representative at least 2 days before arrival in order to agree on a time and place for meeting.

7) Facilities.

The accommodation is provided with kitchen equipment (such as plates, glasses and saucepans), ancillary equipment (such as brushes, dust-pan and mops), furniture (such as table and chairs for the kitchen, wardrobes, bed-frames and mattresses) as well as outdoor chairs and tables sufficient for the number of persons permitted for occupancy of the house. Special requirements and requests must be specified when making the reservation. Beds are complete with mattress covers, pillow case and bedspreads. The agreement does not include linen (for bathroom, bedroom and kitchen) which the customer must bring himself. Where possible, linen may be hired on request by the representative. The white goods present in the house shall be checked on arrival, and the customer shall be responsible for the repair of any faults which emerge during the rental period. Since the properties are located on islands or places where it is difficult to find technicians or electrical goods shops, or to transport material, repairs and replacements shall be carried out subject to such time-scales as are compatible with individual local circumstances. Customers shall ensure the replacement of any empty gas cylinders directly with the distributor, and shall be reimbursed with the amount spent, or may alternatively request the representative to arrange replacement within a time-limit deemed appropriate by the latter.

8) Order and cleanliness.

The houses are delivered after cleaning with disinfectant detergents and in an orderly state. The houses contain cleaning equipment, but the customer shall be responsible for providing detergents and sponges. The cost of final cleaning with disinfectant detergents is € 39.00. Supplementary costs may occasionally be requested for final cleaning in the event that customers have been permitted to bring animals. Customers must ensure that: all dishes have been washed; the fridge has been emptied; the rubbish has been thrown away; and any furniture moved during the stay has been returned to its place. Tableware and other household equipment (seats, rugs, etc.) must not be used outside or removed from the house. Customers are obliged to use at least one bed-sheet between the mattress and the person, including when a sleeping bag is used. Failure to comply with this requirement may entail deductions for cleaning of mattress covers and/or bedspreads. Any failure to comply with these requirements shall result in deductions which shall be assessed on a case by case basis by the representative. On return of the property, any defects caused by the customer or ordinary maintenance costs (blocked WC or basin, detachment of plugs, damage to equipment or to the property, stained mattress covers and/or pillow cases and/or bedspreads, broken crockery, blown light bulbs, etc.) shall be charged to the customer and the amounts withheld directly from the deposit or requested as additional payment where they are greater than the deposit. Where there is any doubt or if it is not possible to take action or quantify the damage immediately, the representative shall withhold the entire deposit and shall return the difference, if any, along with justification for the costs incurred, except where he requests through the agency the transfer of an additional payment to cover damages for a greater amount.

9) Cancellations and amendments

All cancellations and amendments must be confirmed in writing by the customer.

- 1) Cancellations of reservations made by the customer shall entail the forfeiture of the amount paid as a down-payment.
- 2) Failure to arrive or no show: where no advance notification has been given and subsequent agreements reached, following expiry of 24 hours after the no show MResort shall consider itself free from any undertaking and shall regain control over the property, without incurring any obligation towards the customer;
- 3) Amendments of reservations already made: the customer may modify the rental periods for the same house without incurring any penalty payment, subject to availability and payment of any additional sums due, up to 3 weeks before the date when the holiday begins. Variations of periods accompanied by the choice of different houses shall be regarded as cancellations and shall entail the application of the normal penalty payments.
- 4) Cancellations by MResort. If the cancellation occurs intentionally or due to gross negligence and does not permit the use of all or part of the period of stay, any sums paid in part or in full shall be reimbursed pro rata for the period which could not be enjoyed, or where possible an alternative solution shall be proposed, and all further reimbursements for material or non-material damages suffered by customers shall be excluded. If the cancellation is due to an event of force majeure which prevents the regular progression of the holiday, where these causes have not ceased within 72 hours of the occurrence of the event or where it is not possible to change house, all sums received for the holiday, or the part thereof not used, shall be reimbursed with the exception of registration fees, and again all further reimbursements for material or non-material damages suffered by customers shall be excluded. In any case, the sums reimbursed may not be greater than the amount received by MResort

10) Claims.

All accommodation has been visited and checked by Mresort personnel and the descriptions and photographs present on the website are accurate and have been made in good faith. Any faults shall be immediately reported to the representative for the houses and shall be repaired as quickly as possible, subject to the availability of material and personnel in each location. Any claims must be notified immediately to MResort or at most within 48 hours of arrival. In the absence of notification, or any express authorisation by ourselves, any customers who leave the accommodation early shall lose all rights to any reimbursement of the unused rental period. Any claims notified on conclusion of the holiday or after de-

parture shall not be taken into consideration.

11) Journeys.

MResort can provide the information necessary in order to reach the rented properties offered. MResort does not accept any responsibility for inconvenience resulting from journeys and reservations of ancillary services, and the holidays shall always be considered to be sold separately from them.

12) Forum.

The courts of Barcellona P.G. (Me) shall have jurisdiction over any disputes