

TERMS AND CONDITIONS

The Terms and Conditions contained in this document, together with those specific to the individual accommodation facilities that the Customer has chosen to rent (as described on the website), constitute the contract between the Customer and San Vito Vacation Srl.

These Booking Conditions will apply to that contract.

SUBJECT MATTER OF THE CONTRACT

- San Vito Vacation Srl leases to the Customer, for tourist use only and with the exclusion of any other, the property chosen on the website <https://www.sanvitolocapovacation.com/>
- Prohibitions and obligations.
- The Client undertakes to use the property for residential use exclusively for tourist purposes.
- It is forbidden for the Client to sublet or to grant to third parties, even on a precarious and/or temporary basis, the enjoyment of the property, under penalty of termination ipso iure of this contract.
- The Client is obliged to preserve and guard the property with due diligence, providing for ordinary maintenance, undertaking not to modify or transform the property, returning it at the end of this contract in the state of fact and law in which it was received, except for normal deterioration of use.

When the Customer makes a booking and pays the initial deposit, they confirm that they have the authority to accept, and are accepting, these Terms and Conditions on behalf of the booking party.

Specific booking conditions, relating to particular properties, can be included in the corresponding price section; In such a case, these specific terms and conditions shall prevail over the general terms and conditions in the event of any discrepancies.

1. Booking

You can make your reservation through a phone call, email, or an online request on our website or other websites that host our properties. The

customer who makes the reservation, and is contractually obliged, must be at least 18 years of age.

The reservation is considered validly made only upon receipt of the deposit equal to 30% of the relative amount. The reservation will be maintained, however, pending for 3 days, at the end of which, in case of non-receipt of the deposit, it will be cancelled.

30 days before the start of the rental the full amount must be paid.

The price is accepted and confirmed through payment. The price is based on the number of guests confirmed, and will not change if the number of guests decreases after payment.

For bookings made, therefore, in the 30 days prior to the start of the lease, it will be necessary to pay the full amount of the lease.

In the event that payments have not been made regularly (in terms of time and amounts), San Vito Vacation Srl reserves the right to consider the booking cancelled by the customer and to retain the deposit paid as compensation. You will receive written confirmation of the payments made.

The accommodation is for exclusive use.

2. Security Deposit

A security deposit, the amount of which is indicated on the booking voucher, must be paid upon arrival at the property. The deposit will be returned at the end of the stay, net of any damage or consumption exceeding those agreed upon (as per booking). The right to compensation for greater damage is reserved.

3. Arrival/departure methods

The arrival time, in the chosen accommodation, is established between 16:00 – 22:00, the departure time is established by 10:00.

In the event that the Client is unable to occupy the accommodation, even due to force majeure events (such as war, strikes, terrorist attacks, natural disasters and similar events) no refund will be due to the Client.

For early departures no refund will be due.

4. Booking Changes and Cancellations

Any modification of the booking requested by the customer, whether as a period/duration/accommodation or replacement of the customer with another person, is subject to the express approval of San Vito Vacation Srl which will make sure to satisfy the customer's request, provided that the contractual conditions are respected.

San Vito Vacation Srl will charge the customer the extra costs related to the requested change, accepted by San Vito Vacation Srl.

In the event that San Vito Vacation Srl is unable to satisfy the Customer's requests, the latter will still have the possibility to cancel the reservation and the penalties relating to the cancellation of the reservation will therefore be applied.

5. Cancellation by the Customer *

Any request for cancellation of the reservation by the Customer must be received by San Vito Vacation srl in writing and by e-mail.

The cancellation request must be received during office opening hours and days; The request sent during the period of office closure will be considered received on the first following working day.

Cancellation will give rise to the following penalties expressed as a percentage of the amount relating to the reservation made:

Date of written receipt Cancellation (days before the start of the Booking)	Penalty (% of the total amount of the Booking)
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Up to 31 days	30%
30 – 15 days	50%
14 – 0 days and for early departure	100%

It's crucial to ensure that you have travel insurance coverage. We strongly recommend that you take out travel insurance before or at the time of booking.

6. Cancellation by San Vito Vacation Srl

In the event that the accommodation, for reasons beyond the control of San Vito Vacation Srl, is not available, San Vito Vacation undertakes to:

1. find accommodation of the same or higher standard than the one originally booked;
2. compensate, by way of definitive compensation, the Client according to the following table:

Booking Change Date (days before booking start)	Penalty (per person, exc
Up to 31 days	10 €
30 – 8 days	30 €
7 – 0 days	40 €

In the event that the Customer does not accept the above proposal, San Vito Vacation Srl will refund the amount paid to the Customer, and the latter will

not be entitled to any additional compensation (cancellations due to Force Majeure as provided for in the following section are excluded).

7. Force Majeure

In the event that the cancellation, both by San Vito Vacation Srl and by the Customer, is due to force majeure, no refund or penalty will be due by San Vito Vacation Srl. This applies to unforeseeable and uncontrollable events (e.g. war, threat of war, civil unrest, riots, any industrial disputes, but not limited to strikes and industrial action, terrorist activities and their consequences or the threat of such activities, natural or nuclear disasters, fires or explosions, chemical or biological disasters and adverse weather conditions, sea conditions, of ice and rivers, epidemics and pandemics, collapse of building structures or any other similar event beyond the control of SoS or the owner).

If a Force Majeure event involves an extension of the Customer's stay, San Vito Vacation Srl will make every effort to allow the stay at the same facility at the pro-rata rate of the reservation.

San Vito Vacation Srl will not violate any of the booking conditions and will not be held responsible for any non-performance or delay in the fulfillment of its contractual obligations due to force majeure events.

In the event that a force majeure event damages the Customer's stay, it is recommended to contact their insurance company immediately to understand the coverage offered by their policy.

8. Use of the facilities

The use of the facilities in the accommodation (e.g. swimming pools, sports facilities, bathrooms or showers, etc.) must be done with care and with normal diligence. San Vito Vacation Srl declines all responsibility for any damage caused by the use of the facilities.

9. Liability of San Vito Vacation Srl

- **The descriptions and information of the properties** that appear on our website have been written and verified by the San Vito Vacation Srl team. Some minor changes may take place in order to maintain the comfort and quality of the accommodation: normal maintenance and decorum of the accommodation. If major changes are required, we will do our best to notify you as soon as we become aware of them.
- **In some areas**, there may be water or electricity **supply disruptions**, for which we cannot be held responsible as these are beyond our control.
- **Works outside the accommodation** (Roads, Public Works, Construction works in the neighborhood and the like). We do not control such works and do not always receive advance notice of their start and duration. We will inform you as soon as possible if we think that these works will affect your holiday. If we believe that the works have a significant effect on the Client's holiday, we will do our best to offer the Client other accommodations, of the same or higher standard, subject to availability.
- We cannot be held responsible for any work outside the accommodation that may begin during the Client's stay and, although beyond our control, we will do everything possible to stop the work. If this is not possible, we will do our best to offer you other accommodations, of the same or higher standard, subject to availability.
- **For services rendered by external suppliers** (e.g. taxi and car rental companies, flights, insurance, excursions, etc.), it is specified that they are not part of our service and the contract entered into between us; the Customer's contract will be with the provider of the specific service, not with San Vito Vacation Srl, and we will not be responsible for any contractual claims.
- **Bodily injury and damage not related to the accommodation booking.** In the event that the Client, or any member of your party, suffers any injury, illness due to activities outside the booking of the accommodation, at our discretion, we will offer advice, guidance and assistance.
- **Wildlife and surroundings.** San Vito Vacation cannot be held responsible for the presence of animals or insects in the villa chosen by the Customer. Please note that most of our villas are located in rural areas and animals are a natural part of the landscape, as are grass and trees. It is not particularly unusual to encounter animals, such as rodents, goats, dogs or cats (stray or belonging to the neighborhood), wasps, bees, mosquitoes, flies, ants, scorpions, reptiles or spiders. Insects and other animals can be attracted to swimming pools, waterholes, local vegetation, and food left outside after an outdoor meal. We

urge the Client to keep doors and windows closed as much as possible and to clean up all food remains after all meals (outdoors and indoors). It is recommended that the Client does not feed any animals as this encourages them to return, and the same animals may not be welcome for subsequent guests. San Vito Vacation srl cannot be held responsible for noise or disturbances that come from outside the accommodation, and that are beyond their control. It is recommended that the Client be respectful of the surrounding environment, including neighbors, and not to make noise or cause disturbances that may annoy other people or wildlife during your stay.

10. Health and safety

- **Swimming pools and whirlpools** Swimming pools and whirlpools, by their very nature, involve intrinsic risks. The Client must ensure that all members of his party take the utmost care in using it. For example, you need to make sure everyone in your group is aware of the depth (including points where the depth varies) and the layout of the pool, by physically checking the pool before use. You should check the pool every day before use and report any apparent defects. Whether fenced or not, children in the pool must be supervised at all times by a responsible adult. San Vito Vacation Srl has no liability for any personal injury/damage/death resulting from the use of the pool or failure to comply with the usage instructions recommended herein.
- **Surrounding terrain:** Many of our properties are located on large grounds, often unfenced, and as such great care should be taken if exploring them as there can be dangerous drops, ravines or irregularities that carry inherent risks and therefore children need to be supervised.
- **Terraces:** Many of our properties also have balconies and/or terraces, which are often accessed by steep, narrow or uneven stairs, with possible risks of falling and injury. These may not be suitable for people with limited mobility. The customer is recommended to be very careful when using them and to make sure that children are never left unsupervised and cannot climb railings or walls. San Vito Vacation Srl has no liability for any personal injury/damage/death resulting from the use of the terraces or failure to comply with the instructions for use recommended herein.

11. Contract Termination/ Compensation for Damages

It is the Client's responsibility to maintain proper conduct on his part and that of all members of his group.

In the event of grossly misconduct, we reserve the right to terminate your holiday (this includes threatening behaviour, physical and verbal abuse towards our staff). In such a case, we shall have no further liability to you or members of your group.

The Customer, or a member of the group, who, intentionally, recklessly or negligently, causes any damage to the accommodation, property or person, expressly agrees to indemnify San Vito Vacation from any loss suffered (including legal fees) due to the damage caused by him.

Failure to pay serious damage that the Customer, or any member of his group, causes to the property may result in the intervention of the local authorities.

The accommodation can **only accommodate the number of people indicated in the Booking email**. In any case, it is allowed, subject to agreement with San Vito Vacation Srl, to increase the number of occupants, which may not, in any case, exceed the number of beds indicated by San Vito Vacation Srl on its advertising channels. San Vito Vacation Srl may refuse entry or may request the vacancy of the accommodation if the number of occupants is not brought back to what has been agreed. In the latter circumstance, San Vito Vacation Srl will not have any further liability towards the Customer or the members of his group.

Unless expressly permitted by San Vito Vacation Srl, it is forbidden to bring/allow animals into your accommodation.

It is the Client's responsibility to ensure that the property is always adequately protected: when they leave the property, they spend time in the garden or by the pool, or at night. Securing accommodation may include, depending on the case, closing doors, closing and securing windows and shutters, securing valuables. Failure to comply with this requirement means that any loss of personal property or accommodation is the sole responsibility of the Client.

12. Complaints

In the unlikely event that there are reasons for complaint, or problems during his vacation, the Customer must immediately inform San Vito Vacation Srl. Any notification should be made by SMS or email to San Vito Vacation (info@sanvitolocapovacation.com) as soon as possible. If the customer still complains of dissatisfaction – after having notified us of any problem during his stay – he must write to San Vito Vacation Srl within 10 days of check-out, providing the references of his reservation and all the details of his complaint.

Any claim submitted to San Vito Vacatione Srl after 10 days from the end of the lease will be considered as not made and no compensation will be due.

13. Contractual Terms and Jurisdiction

The contract is subject to Italian law, and reference will be made to Italian law for any dispute or even for any doubt of an interpretative nature. The Italian version of the contract will in any case prevail in the event of doubts of an interpretative nature.