

1. Renting a property

From the moment of making a booking, you are offering to enter a binding rental agreement with ACQUAMARINA INTERNATIONAL HOME. A property can be rented from ACQUAMARINA INTERNATIONAL HOME either in writing or by using the internet. This rental agreement will be binding once you have received a written booking confirmation from ACQUAMARINA INTERNATIONAL HOME, which you will receive soonest and within 7 days at the latest.

2. Payment and Booking Confirmation

The deposit of 25% of the overall rent, becomes due and is to be paid into the ACQUAMARINA INTERNATIONAL HOME account right after the booking confirmation has been received. The remainder has to be paid unsolicited and 30 days prior to the travelling date. In case of renting a property within this 30 days period, the whole amount becomes due immediately. The final travel documents will only be issued, once the full payment has been received. In the event of the full amount not having been paid in time, we are entitled to refuse entry to the holiday home. If the deposit or the remainder is not being paid within the time frame described above, we have the right to issue a reminder and eventually withdraw from the contract and charge you with the cancellation costs as outlined in this document.

All holiday houses and flats can only to be inhabited by the previously agreed number of people and the maximum number of residents outlined in the holiday home description, must not to be exceeded. Any additional or other guests can be asked to leave or will be charged for.

3. Amenities, Prices

The extent of the amenities provided corresponds with the description of each individual holiday house/flat. As the majority of properties are privately owned, the design and furnishings of the homes may vary according to the personal taste of the respective owner.

4. Running costs, deposit

Unless otherwise stated, running costs for water, electricity etc. are included in the price. Variable costs such as heating and telephone will be charged and invoiced upon consumption and are to be paid for at the property.

5. Final cleaning of the holiday house/holiday flat.

The final thorough cleaning carried out by the landlord is obligatory. The tenant however, is obliged to leave the holiday house/holiday flat thoroughly cleaned, regardless of the final cleaning carried out by the landlord. The tenant is expected to clean the kitchen and worktops, to wash up the dishes and store them in the relevant cupboard, to dispose of any food and other rubbish, to remove all bed sheets, duvet covers and pillow cases and to sweep all the floors so the property can be handed back in clean condition. The price for the final cleaning and how to pay for it, can be found in each individual house description.

6. Damage to the property, Insurance

All holiday homes/flats are to be treated with the greatest of care. All material damage caused by the tenants or their visitors during their stay, are the tenants' full responsibility and should be reported to the landlord or ACQUAMARINA INTERNATIONAL HOME.

In case the landlord has asked the tenant for a deposit, he has the right to withhold the full amount until the extent of any possible damage caused has been established and settlement of payment has been agreed.

We recommend for the tenant to take out a comprehensive travel insurance.

7. Cancellation by the tenant

In case of a cancellation until 3 months prior to the agreed letting period, ACQUAMARINA INTERNATIONAL HOME has the right to claim 15% of the rent as compensation if the tenant cannot prove that no financial loss or no loss amounting to the rental price, has been caused. Hereafter, only a mutually agreed cancellation is possible (i.e. if the property can be otherwise rented) in which case, 70% of the other rental costs will be reimbursed. We recommend for prospective tenants to take out a cancellation insurance.

8. Withdrawal by ACQUAMARINA INTERNATIONAL HOME

ACQUAMARINA INTERNATIONAL HOME is entitled to withdraw from the contract prior to the start of the holidays or after the holiday has started:

- a) Without notice if the tenant has disrupted the feasibility of the holidays despite a warning having been issued, if the tenant presents a danger to others or is in breach of contract.
- b) Without notice if the planned holidays would be grossly influenced and/or hindered by to an act of force majeure, unforeseen at the time of conclusion of contract.

If ACQUAMARINA INTERNATIONAL HOME ends the contract under circumstances listed under a) all rent will be lost. If ACQUAMARINA INTERNATIONAL HOME has to end the rental contract before the holidays have started under circumstances as listed under b) all payments made until this point in time will be reimbursed and the tenant has no right to make any further claims. If ACQUAMARINA INTERNATIONAL HOME has to cancel the contract under circumstances listed under b) after the holidays have started, the rent covering the remaining days in which the property could not be used, will be returned.

9. Limited liability

ACQUAMARINA INTERNATIONAL HOME is not liable for occasional disruptions of water- and electricity supplies as well as for heating systems, elevators, air- conditionings, swimming pools etc. to be in constant good working order. In case any damage, neither deliberate nor negligent has been caused by ACQUAMARINA INTERNATIONAL HOME, the liability is only

restricted to the rental price.

10. Shortfalls, notice

The tenant is under the obligation, to do everything reasonably possible to better any unsatisfactory situation in order to minimise any damage possibly arising. He is also obliged to give notice to ACQUAMARINA INTERNATIONAL HOME immediately but no later than 48 hours after noticing any possible shortfalls for ACQUAMARINA INTERNATIONAL HOME to be able to acknowledge and possibly settle the issue arising.

Should the landlord acknowledge his responsibility, the tenant has no longer the right to make any further claims. ACQUAMARINA INTERNATIONAL HOME has to be notified on any outstanding claim within the month of the rental agreement terminating. The postal stamp will determine the compliance with the notice given. The tenant is asked to send a full report on any shortfall and the details of the claim made in writing, supported by photographs where possible to ACQUAMARINA INTERNATIONAL HOME. Once the time of notice has expired, claims can only be dealt with if the tenant has been hindered from sending his claim through no fault of his own. All claims will be statute-barred within six months.

11. Legal domicile

The contract between the tenant and ACQUAMARINA INTERNATIONAL HOME is subject to ITALY law only. The legal domicile is Sanremo.

12.Length of Rental Periods

All holiday houses/flats are let for weekly periods with the minimum period being 7 days. The rental period starts with the day of arrival, usually, a Saturday at 6.00 pm and ends with the day of departure (Saturday) at 9.00 am. It is possible to arrange for individual days of arrival and variable length of rental periods with ACQUAMARINA INTERNATIONAL HOME.

The number of residents quoted in the property details is the maximum number of persons allowed to stay at the property.

13.Furnishings

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All holiday houses and flats have been carefully selected and approved of by our staff. It is however important to remember, that holiday homes tend to be furnished in the most practical manner and their furnishing depends on the taste and financial means of the respective owners. Not all holiday homes feature modern furniture but will be equipped with well maintained, practical pieces of furniture.

Every property is equipped with a bathroom with shower, toilet, kitchen or kitchenette with gas or electric hob, fridge, sink, saucepans, crockery and cutlery. The living room should provide enough seating space and possibly an eating area. The beds are usually fitted with mattress and bedding. Unless otherwise stated, bed sheets and towels are to be supplied by the tenant.

We would like to urge you to treat each holiday house/flat with due respect and care. Please remember, that future tenants will wish to find the same level of comfort you would like to find. Should it so happen that items like glasses or plates get damaged, we ask you to notify ACQUAMARINA INTERNATIONAL HOME or for you to replace the items appropriately.

14.Pets

Whether or not a pet can be brought into the holiday home/flat, varies and the relative information can be found in the property details. Any possible arrangement has to be discussed with ACQUAMARINA INTERNATIONAL HOME

15.Getting to your Holiday Home

You will receive detailed description of how to travel to your holiday home.

16.Distances

All distances quoted in the property descriptions (i.e. to the sea or places of interest) are mean times and may vary.

17.Electricity

In Italy the supplies of electricity may sometimes not be enough to allow for all electric appliances in the house to be switched on simultaneously. As a result, the main fuse can switch itself off. You will have the relevant information in your holiday home on how to put the fuse back in.

18.Cleaning

A final, thorough cleaning has to be carried out by the tenant, irrespective of the final cleaning arranged by the landlord.

The tenant is expected to remove all waste and food leftovers, to wash and dry all crockery/cutlery, to clean the hob, oven and fridge, bathroom and toilets as well as to thoroughly sweep all floors throughout the property.

ACQUAMARINA INTERNATIONAL HOME reserves the right to check the property on cleanliness prior to the tenant's departure. Should the property fail to satisfy our standards of cleanliness, ACQUAMARINA INTERNATIONAL HOME has the right to charge the tenant the costs for extra cleaning arrangements or deduct the charges from the deposit.

Should you find the property in an unsatisfactory state by the time of your arrival, you should notify ACQUAMARINA INTERNATIONAL HOME immediately and we will arrange for extra cleaning if necessary. You may have to tolerate though that your expectations of cleanliness may not meet with the standard of the cleaning personnel responsible for the final cleaning of a property.