

General terms of agreement

The general terms of agreement set out below govern the terms and conditions applicable to the agreement entered into by and between the customer (also called the “Customer”) and Homy srl (also called the “Company”), relating to a tourist rental and concerning a stay in the property chosen by the Customer from amongst those listed on www.homy.city.

1. Booking and confirmation

1.1 Following verification of availability of the property, it will be possible to proceed to book the property. The Customer will send the request containing the selected property, the rental period, the maximum number of occupants, paying the deposit and down payment required and any possible further costs for additional services requested and accept this general terms and condition of the agreement within 24 hours.

1.2 In case the booking confirmation is sent in violation of the indicated terms or in case of failure to make payment of the down payment, the booking will be ineffective.

2. Price and payment

2.1 Unless otherwise provided it is understood that this price is inclusive of initial and final cleaning costs, utilities consumption (electricity and gas), heating and water. In case of monthly stays, costs relating to electricity and gas are included in the price for up to a maximum of euro 70.00 per month; electricity and gas meter readings will be taken at check-in and check-out. In case of consumption in excess of this amount, the difference will be deducted from the security deposit, save for compensation of any sums in excess of this amount. The average cost per 1 Kw of electricity is of euro 0.3, the average cost for 1 m³ of gas is equal to euro 1.0.

2.2 Customer will make payment of the price at the terms and conditions provided in the booking confirmation by way of credit card (VISA or MASTERCARD), paypal or wire transfer.

. In case of stays in excess of one month, payment of the price shall be made in advance, at the beginning of each month.

2.3 The down payment corresponds to an advance on the rental price and shall be paid within 24 hour transmission of the booking confirmation,. The balance will be paid on the date of arrival. Extra costs refer to any additional services and will be billed subject to VAT at 21%.

2.4 In case of delayed payment the Company may outsource credit recovery to an external undertaking or legal advisor and costs shall be borne by customer.

3. Security Deposit

3.1 If requested the Customer will make payment of a security deposit on entering the apartment, at the terms and conditions provided in the booking confirmation. The



amount of the security deposit depends on the length of the rental: less than 15 days: € 300,00, 15 days or over: € 1.000,00 or 1 month rent if higher.

3.2 This security deposit will be returned in full to Customer by the Company at check-out, save for repayment to the Company of any costs connected to damages to the structure, furnishings and items within the property, or additional costs in accordance with the provisions of these general terms, and save for repayment to the Company of any amounts in excess of the security deposit, to be illustrated in an invoice to customer.

4. Arrival and departure

4.1 The keys to the Property will be delivered in accordance with procedures agreed at the time of booking confirmation. Check-in commences from 3 pm and customers must check-out by 11.00 am.

4.2 Any requests to check-in and check-out outside these times may involve additional costs.

4.3 Upon delivery of the keys to the Property, the Company agent will deliver to Customer an inventory form containing a brief description of the state of the Property, its appurtenances, annexed structures and any items contained within it at that date. Customer undertakes to sign the form and to record any observations.

5. Customer obligations

5.1 Customer undertakes not to occupy the Property with a number of persons in excess of the number indicated in the Booking Confirmation. Violation of this obligation will result in application of a penalty in favour of the Company, equal to 30% of the overall price for the Property for each extra occupant. In such event Customer hereby authorizes Homy to deduct this amount from the security deposit, save in any event for Homy's right to obtain payment of any excess amounts.

5.2 Customer shall exhibit proof of identity (or deliver a photocopy of proof of identity) for each adult person staying in the Property, at check-in or previously by way of fax or email, and will compile the *modulo di presenza* (declaration of presence) for the Police Authorities.

5.3 Customer undertakes to use the Property with care, keeping it clean, refraining from any act that may damage the property and/or its appurtenances and/or annexed structures and/or items contained in it.

5.4 Customer further undertakes to use the Property in a manner that does not disturb neighbouring residents. Customer is prohibited from using the Property for unlawful acts or prostitution.

5.5 Customer further undertakes to redeliver the keys to the Property in accordance with agreements with the Company and not to copy and/or deliver the keys to the Property to third parties and/or to reveal any Property access codes to third parties. Loss/breakage of



the keys and/or lock involves compensation of the cost of a new lock and 5 new sets of keys (€ 300,00).

5.6 Customer undertakes to take all safety and precautionary measures, for the entirety of the stay as provided in the Booking Confirmation, for the purpose of preventing outsiders from entering the Property. It is understood that in case of violation of this obligation Customer will be responsible for any damages caused to the Property and/or to items contained in it.

6. Access to the Property

The Company agent and/or third parties appointed by the Company, identifiable upon request by Customer, will be entitled to access the Property for the purpose of making any necessary repairs and/or carrying out necessary maintenance. Save for emergencies, Customer will be informed in advance.

7. Animals

Save for express written authorisation from the Company, Customer is prohibited from keeping any animals of any kind in the Property.

8. Suspension of utilities

The Company is in no way responsible for any suspensions and/or interruptions in the supply of electricity and/or gas and/or water and/or heating imputable to the manager of each individual utility, or for damages that may be caused by these suspensions.

9. Express termination clause and consequences of breach

9.1 The Company will be entitled to terminate the Agreement, by way of written notice sent to Customer by e-mail or delivered in person, in the following events:

- a) in case of failure to make payment of the agreed amounts within the due deadlines, in accordance with the provisions of the Booking Confirmation;
- b) in case of violation of customer obligations under paragraphs 3.1 5.1, 5.2, 5.3, 5.4, 5.5, 5.6;
- c) in case of occupancy of the property by a number of persons in excess of those admitted.

9.2 In any event of termination of the agreement due to breach by customer, the latter will be responsible for compensation of damages to Homy.

9.3 In the event under point a) above, the Company will be entitled to withhold the entire amount of the down payment provided in the Booking Confirmation, as a penalty, save for compensation for any greater damages.

nel caso di alloggio nell'immobile di un numero di persone superiore a quello ammesso.



10. Substitution of the Property

The Company reserves the right to substitute the Property by another Property of equal or greater quality if, in the event of force majeure or for any other reason beyond its control, the Company should be unable to offer the Client use of the property. If the Client, for sound and proven reasons, refuses the replacement Property, the Company will provide the Client with a refund of the amounts paid to book the Property. No additional amount will be payable by the Company to the Client for any reason.

11. Cancellations and Withdrawals

No penalty will be applied for stays of less than one (1) week in the event of cancellation of the booking up to seven (7) days before the arrival date. The booking deposit will be retained in the event of cancellations made later than seven (7) days before the arrival date. In the event of no show, the entire cost of the stay will be charged.

No penalty will be applied for stays longer than one (1) week in the event of cancellation of the booking up to fifteen (15) days before the arrival date. The booking deposit will be retained in the event of cancellations made between fourteen (14) days and three (3) days before the arrival date. 50% of the cost of the stay will be charged in the event of cancellations made later than three (3) days before the arrival date.

12. Limitation of liability

12.1 It is agreed, within statutory limits, that the amount of any damages recoverable by the Company from Customer in relation to the Agreement shall not be in excess of the sum actually paid by Customer to the Company in relation to that Agreement.

12.2 The Company will not be liable for any theft, including breaking and entering or vandalism, to the detriment of Customer. There are no strong-boxes or any other custody service within the apartments

13. Personal data

Customer authorises Company to notify its data to third parties in relation to formalities connected to this rental relationship in accordance with applicable Public Safety laws.

By way of acceptance

CUSTOMER

Name and surname

Signature



Pursuant to articles 1341 and 1342 Italian Civil Code, customer specifically approves the following clauses:

1.2 (effectiveness of Booking Confirmation), 2.1 (refund of excess utilities consumption), 2.4 (credit recovery) , 3 (security deposit and repayments), 4.2 (additional costs), 5.1 (penalty), 5.6 (liability), 8 (suspension of supply of utilities), 9.1 (express termination clause), 9.3 (penalty), 10 (replacement of the property), 11 (cancellation and penalties), 12 (limitation of liability for Homy).

By way of acceptance

CUSTOMER

<i>Name and surname</i>	<i>Signature</i>
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BILLING INFORMATION

Name _____

Surname _____

Full Company name _____

Street _____ no. _____

Post code _____ City _____

State _____

VAT no. _____

Tax identification no. _____