



CINQUE TERRE RIVIERATM

Cinque terre Riviera Rental Agreement

GENERAL CONDITIONS OF SALE

The registration, the use of services and the use of <https://www.cinqueterriviera.com> owned and managed by Cinque Terre Riviera Incoming Tour Operator belonging to Cinque Terre Riviera snc entails acceptance by the user of the General Conditions mentioned below.

www.cinqueterriviera.com is available for daily, weekly or monthly rentals. The owner of the property (the "Owner") has given the Agent the authority to enter into this Agreement. This Agreement sets forth the terms under which You will lease the property through the Agent.

Registration and use of services are accessible only to adults with the capacity to act.

Customers wishing to register are required to disclose only their personal data and guarantee that such data are true, correct and up to date.

1. PRICES AND SERVICE FEES

Prices are calculated in Euro and cover the room / villa / apartment stay mentioned in the booking. The price does NOT include personal expenses, such as mini-bar, telephone calls, wifi, pay TV use or other services offered by the room / villa / apartment.

2. CHECK-IN

You agree that check-in time is no earlier than 3:00 PM (unless prior arrangements have been made and agreed to in writing) and no later than 6:00 P.M.

Agent will use commercially reasonable efforts to have the Premises ready for Your occupancy at check-in time, but Agent cannot guarantee the exact time of occupancy.

If You foresee that You will be delayed in arriving at the room / villa / apartment, You must contact the number we provide on the information sheet and on the voucher in your possession and notify the delay. In the event that you request an ASSISTED late check-in and Agent can accomplish the request, You agree to pay a late check-in fee if you need assisted check-in.

Otherwise keys will be left near property and you'll be given instructions to pick them up at no extra cost.

Failing to receive any communication about your late arrival the Agent will leave keys by the property and no assistance will be given.

ASSISTED LATE CHECK-IN FEES

Assisted late check-in is possible only on request with assigned time and up to 10:00 p.m., price vary from 50:00 to 100.00 euros depending on property and actual arrival time.

Check-in fees will be lowered in case of real emergencies at owners and managers discretion, but consider that providing assistance in the Cinque Terre at late hours is extremely complicated for our assistants since they might not have trains to go back to their homes.

EARLY CHECK-IN

In case of early arrival, before 3:00 p.m., I am aware that owners and home managers will do their best to let me leave my bags at property and if possible to check-in earlier. No fee required.

In Vernazza is available a baggage storage room: 1.50 eur per bag per hour (to be reconfirmed)

3. CHECK-OUT

1. Check-out is within 10:00

You'll be told on arrival where to leave keys in case of early check-out.

If a damage deposit had been taken, the assistants will tell us to release it only after survey to the apartment

2. Late check out

Since you rented a private property and not hotel, late check-out is generally not possible since caretakers need time to clean and prepare the room / apartment for the following guests.

Usually we can check if we can allow you a few hours after 10:30 check-out only one day before your departure when we know the other guests moves.

In the event You return to the Premises without the consent of the Agent after turning in the keys and checking out, a fee equal to the rental rate for one (1) day will be assessed to You. In the event that you request an early check-in CINQUE TERRE RIVIERA will do its best to accomplish your request, but no guarantee will be given to this extent and won't be responsible for delays in having the property cleaned and ready for early check-in.



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4. BOOKING AND PAYMENT GENERAL INFO

As You send us your intention to book a property and you will receive all payment info.
You will find a secure payment gateway with stripe.com for credit card payments (VISA, MASTERCARD AND AMEX accepted). Wire Transfers on request.

Depending on chosen property, our booking department will inform you of payment procedures they may vary from property to property.

5. PAYMENTS

You shall pay the Initial Payment to Agent within 48 hours from the Lease Date, or the reservation will be automatically canceled without notice. You shall pay to Agent the Final Payment at least 45 days prior to the Arrival Date if you pay credit card or wire transfer. If the Final Payment is not received by Agent at least 45 days prior to the Arrival Date, this Agreement is subject to immediate cancellation. In such event, Agent will attempt to re-rent the property for the Term. Your right to receive a refund of the Initial Payment Due will be governed by Paragraph 8 of this Agreement.

In case of advance booking discounts, full payment of rate may be requested at time of reservation.

5.1 PAYMENTS DEADLINES

DEPOSIT

30% of the total amount as deposit at time of booking. For reservations shorter than 5 nights total amount due at time of booking.

FINAL BALANCE

70% of the total amount 30 days before arrival as final balance.

Customers will have to sign acceptance of this rental agreement and provide a credit card number as guarantee.
For rentals shorter than 3-nights the payment must be done for the whole amount at reservation time.

5.2 BANK TRANSFER PAYMENTS (

If you choose to pay the whole amount via bank transfer, you will have to know that expenses must be at sender charge. In case high wire transfer expenses will be charged on our account we will charge them back to your bill at time of final payment or locally at your arrival.

Bank Transfer info will be provide via email after customer's request.

Bank transfer expenses must be at your charge, so please specify this term to your bank.

Due to the complexity of this payment type, we can accept reservation only 30 days before your arrival.

Only after you will receive our reconfirmation message (once payment controls have been made), your booking will be completed and you will be able to download receipt and, in case of final balance, voucher with arrival instructions.

5.3 CREDIT CARD PAYMENTS

We accept the following credit cards: **Visa, MasterCard and American Express** through secure gateway **stripe.com**.

The names given for booking must be those of the people who shall use the booked services: repeated or missing names may cause the hotel / villa / apartment to refuse the booking.

Only after you will receive our reconfirmation message (once payment controls have been made), your booking will be completed and you will be able to download receipt and, in case of final balance, voucher with arrival instructions.

Please, when paying using a credit card, always remember to authorise through your bank a foreign country supplier charge, if your card is under a security and anti-fraud protection plan.

5.5 CITY TAX LOCAL PAYMENT

Vernazza and Corniglia, Riomaggiore and Manarola Town Councils approved the application of a City Tax (Tassa di Soggiorno). Such Tax is in force since 2015, every year from March 1st to October 31st for Vernazza, Corniglia and Monterosso and all year round for Riomaggiore and Manarola. From 1.00 € to 2,.00 € per person/per night and will apply to the first three days of your stay. The City Tax is not payable by children under 10, tourist guides and drivers of groups staying within the Cinque Terre area.

It is a special purpose tax and the Town Council will invest all revenues on special projects to protect and improve the territory.

The City Tax will finance the recovery of abandoned lands, country paths and dry stone walls.

On arrival you'll be requested to give id cards and to pay CASH ONLY the relative amount. Failing to do that the Town Council may fine customers with penalties from 105,00 to 500,00 euros.



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6. TRAVEL DOCUMENTATION (VOUCHERS)

As You complete payment and at least one week before your arrival , you will receive voucher and information sheet with all the details of your booking.

Sometimes, when property voucher has been issued much in advance, it is necessary to check a few days in advance if anything has changed with reference to meeting point and key handler staff. We will notice You eventual changes that may occur, but it is a good rule to send us a quick mail message for checking that previously sent information are unchanged.

When checking-in at reserved room / villa / apartment, customers must present a copy of the downloaded or received by e-mail travel document (voucher).

7. CANCELLATION AND DATE CHANGES PENALTIES

Cancellations

Due to the peculiar kind of reservation we make, exclusive private villas and apartments, and the high demand for them, we have to follow special terms for cancellation and amendments. Please, carefully read detailed cancellation policies at time of reservation, so not to incur in unpleasant "surprises" when a cancellation may occur.

7.1 APARTMENTS / COUNTRY HOUSES / ROOMS AND B&B

- for cancellations received **from reservation date to 91 days before arrival NO PENALTY** (eventual paid amount will be refunded minus **15.00 euros fees**)

- for cancellations made from 90 days to 31 day before arrival, penalty amount 30% of total reservation amount (if full amount has been paid in advance, difference will be refunded)

- for cancellations made from 30 days to 0 days before arrival, penalty amount 100% of total reservation amount (if full amount has been paid in advance, difference will be refunded)

7.2 VILLAS / COUNTRY HOUSES

- for cancellations received **from reservation date to 91 days before arrival NO PENALTY** (eventual paid amount will be refunded minus **100.00 euros fees**)

- for cancellations made from 90 days to 61 day before arrival, penalty amount 50% of total reservation amount (if full amount has been paid in advance, difference will be refunded)

- for cancellations made from 60 days to 0 days before arrival, penalty amount 100% of total reservation amount (if full amount has been paid in advance, difference will be refunded)

SPECIAL EVENTS

For special events and peculiar properties more restrictive cancellations penalties may be applied. Holidays, trade-fairs and other special events could change these cancellation terms. You will be promptly informed of exceptional cancellation policies at the moment of reservation. In order to calculate your cancellation fee, 10:00 a.m. (Italian local time) of check-in date will be considered.

Your reservation can be cancelled contacting Cinque Terre Riviera offices via e-mail on working days (or, in case of emergency, or closing days, you will have to contact the mobile number we will give you with your confirmation).

Once the reservation has been cancelled, we will send a cancellation notice stating the cancellation fee to your mailbox.

Our accounting department will credit your account with the amount minus penalties and cancellation fee.

To protect against cancellation caused by unforeseen events, such as illness in your family, worker strikes and more, Cinque Terre Riviera recommends purchasing trip cancellation insurance to provide recourse for deposits and balances paid.

7.3

Date Changes

I. Date changes made between booking date and 8 weeks before arrival are subject to a penalty fee of 50,00 eur + possible difference in rate due to customer request for a higher rated period.

II. Date changes made between booking date 8 weeks before and the date of arrival are subject to a penalty fee of 100,00 eur + possible difference in rate due to customer request for a higher rated period and possible cancellation penalties as from the table above, if the accommodation cannot be sold to other customers.

Sometimes, if You have to cancel, exchanging booked week for a future week may be possible subject to availability and the owner's acceptance. Any postponements or exchanges are entirely at the discretion of the owner or property management.

There may be additional charges for villa price increases.

Cinque Terre Riviera does not guarantee exchanges and makes no representations or warranties regarding a customer's right to exchange.

When permitted, only one scheduled exchange will be allowed. Beyond that the cancellation policy as per point 7.1 will be enacted in full.

8. REFUNDS

Cinque Terre Riviera does not provide refunds for any reason beyond that which is covered in these terms.

Refunds by Cinque Terre Riviera are not provided for declarations of war, acts of war, travel alerts or warnings issued by the Italian government or any other government, airline related stoppage or re-routings, or any other events beyond its control.

Cinque Terre Riviera will not be held liable or provide any refund due to the condition of certain amenities, including air conditioning, dishwasher, washing machines, private telephones, wifi, lack of heating during forbidden season (Apr 1st - Oct 31st) and other appliances.



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Please note: only local authorities in Italy may stipulate when and for how long **heating** may be turned on from April 1st through October 31st. Please, evaluate that weather in Italy might be cooler than what you expect from Apr 1st to Oct 31st. So bring warm clothes and, if you still need heating, owner may accept to turn it on at his own risk of incurring in high penalties, but against extra charge depending on sizes of the property you rent. Please, ask in advance.

Houses in Europe and else where are sometimes a limited amount of **electricity** of 3 kilowatts). The use of too many appliances at the same time will flip a circuit breaker and shut off the electricity. Cinque Terre Riviera will not provide a refund if electricity is lost temporarily due to a circuit breaker being triggered.

Most of the rooms and small apartments in the Cinque Terre area are equipped with **hot water boilers**. The amount of hot water is limited and **guests need to use water wisely when showering**. Then, if out of hot water, guests just have to wait for the boiler to heat water again. Cinque Terre Riviera will not provide a refund for boiler limited amount of hot water.

Where pools are provided, the general season for pools in Italy begins June 1 and ends September 15. Most pools are not heated. Neither fans nor air conditioning are generally provided in any of the villas or apartments in Italy, unless stated otherwise. Clothes washers are provided only on occasion.

The rental descriptions are provided by the property owners and updated as currently as possible when new information is forwarded.

9. USE AND TENANT DUTIES

The use of the Premises is restricted to use by You and Your family, unless both parties agree in writing to occupancy by a non-family group or for a special event. Only certain homes host special events.

Agent considers You hosting a special event without Agent's prior consent or knowledge a material breach of this Agreement. In that instance, You agree to immediately pay an amount equal to the Special Event Fee in liquidated damages.

You should contact Agent directly for more information. The term "family" as used herein means parents, grandparents, children and extended family members vacationing at the Premises.

Use Of the Premises by Fraternities, Sororities or Unrelated Groups Under 24 Years of Age Is Strictly Prohibited and Lessee agrees that, in the event Owner or Agent discovers same, that ANY AND ALL FUNDS COLLECTED AS RENT will be considered LIQUIDATED DAMAGES to cover losses, expenses and damages of the Owner and Agent for Lessee taking the premises off the market.

Occupancy shall not exceed the maximum number allowable by law. Please contact Cinque Terre Riviera Company directly for further information. You agree to comply with all obligations imposed on you by the Vacation Rental Act with respect to maintenance of the Premises, including but not limited to, the following:

- (a) keep the Premises as clean and safe as the conditions of the Premises permit, and cause no unsafe or unsanitary conditions in the common areas and remainder of the Premises that You use;
- (b) dispose of all ashes, rubbish, garbage, and other waste in a clean and safe manner and differentiate that as per local rules;
- (c) keep all plumbing fixtures in the Premises or used by the Tenant as clean as their condition permits;
- (d) not deliberately or negligently destroy, deface, damage, or remove any part of the Premises or render inoperable the smoke detector or pool alarm, if applicable, provided by the Owner, or knowingly permit any person to do so;
- (e) comply with all obligations imposed upon the Tenant by current applicable building and housing codes;
- (f) be responsible for all damage, defacement, or removal of any property inside the Premises that is in Your control unless the damage, defacement, or removal was due to ordinary wear and tear, acts of the Owner or Owner's agent, defective products supplied or repairs authorised by the Owner, acts of third parties not invitees of the Tenant, or natural forces;
- (g) notify Agent in writing of the need of replacement of and/or repairs to a smoke detector, and replacing the batteries as needed during the tenancy.

You agree not to use the Premises for any activity or purpose that violates any law or governmental regulation. Your breach of any duty contained in this paragraph after commencement of tenancy shall be considered material, and shall result in the termination of Your tenancy with NO REFUND OF RENT. **FIREWORKS OF ANY NATURE WHATSOEVER ARE STRICTLY PROHIBITED.**

10. SECURITY DEPOSIT

Not included in the rental fee is a security deposit (aka breakage fee).

You are required to provide a security deposit via credit card deposit at the time of your final payment. Each property shows the amount of security required. Failure to provide the required security deposit, as set forth herein will be considered a breach of agreement on the part of the customer and the owner may refuse entry to the house without it. When a dispute between owner and guest arises over any forfeiture of deposit held by Cinque Terre Riviera, the deposit dispute will be awarded to the owner unless we have strong belief otherwise.

Customer acknowledges and agrees that Cinque Terre Riviera cannot be held liable for the forfeiture or loss of a security deposit for any reason whatsoever, nor will Cinque Terre Riviera be held liable due to dispute arising from a security deposit.

11. ADDITIONAL CHARGES

There may be additional charges payable at the rental as required by the owner, caretaker or managing agent.

Additional charges (final cleaning, baby's bed or additional people staying in the rental for example) should be paid at the beginning of your stay, not at the end. Charges such as telephone, electricity, heat, gas (if by meter), additional linens, towels or cleaning charges, and more will be due at the conclusion of your stay. Although we try to keep additional charges listed on the property pages current, Cinque Terre Riviera cannot be held liable for any change to these amounts due.

Leaving the property in a condition requiring excessive cleaning upon departure (including but not limited to cleaning of upholstery, shampooing of the rugs, breakage, soiling or damage to the interior or exterior caused solely by the customer) may result in further charges and a forfeit of deposit. Customers are required to leave the rental as it was on arrival.



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12. GUARANTEES

Cinque Terre Riviera guarantees all properties will be available upon arrival in accordance with confirmed reservations and pursuant to these Rental Terms.

If for some unforeseen reason the rental is not available because it is either:

- 1) destroyed,
- 2) uninhabitable due to structural damage
- 3) uninhabitable due to an extended failure of essential equipment and fixtures such as heating, electrical systems, plumbing
- 4) rented to another party by error

Cinque Terre Riviera will immediately attempt to find another rental of similar quality, cost and size.

Failing this, a full or partial refund, not exceeding paid rental amount, will be provided to the customer in accordance with the situation.

Cinque Terre Riviera must be notified in writing or called at the time of the problem.

If notified by telephone, it is the obligation of the customer to provide a written notification with 24 hours of the verbal complaint.

Refunds are not provided when customers stay the entire week or partial weeks, despite the problems listed herein this paragraph or made outside thirty (10) days of departure. Cinque Terre Riviera reserves the right to refuse any claim not timely made.

IN NO EVENT WILL Cinque Terre Riviera BE LIABLE FOR AN AMOUNT GREATER THAN THE RENTAL PRICE PAID BY CUSTOMER. Cinque Terre Riviera MAKES NO WARRANTIES OR REPRESENTATIONS REGARDING THE CONDITION OF VILLAS OR ACCURACY OF THE INFORMATION PROVIDED TO IT BY PROPERTY OWNERS.

ALL PROPERTIES ARE RENTED WITHOUT ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

WHERE POSSIBLE, Cinque Terre Riviera ENCOURAGES CUSTOMERS TO INDEPENDENTLY EVALUATE THE DESIRABILITY OF A CHOSEN RENTAL AND NOT TO RELY EXCLUSIVELY ON THE INFORMATION PROVIDED ON THIS SITE.

13. HOTEL CLASSIFICATION – APARTMENTS AND VILLAS CLASSIFICATION

Hotel category is expressed by stars and is the official classification in force in the hotel's country, whenever that country's legislation requires it. Not all the countries have an official classification yet. **At the moment there is not an official classification for private villas, apartments and rooms.** In any case, Cinque Terre Riviera selects and publishes only those properties that satisfy our very strict quality criteria and puts their description on-line, which allows the customer to evaluate and accept the hotel.

Note: in some properties double beds are not available and double rooms feature two single beds, linked or separated, or a fairly small double bed. **Double Beds in Italy are usually comparable to an American / International Queen Size Bed.**

14. CUSTOMERS' OBLIGATIONS

Travellers must have a valid passport or other identity document accepted for entry in our properties. The participants shall have to observe all normal cautions and the specific laws and regulations in force in Italy.

Luggage is transported at the customer's risk, and the organisation shall in no way be held responsible for losses or damages.

No portage is provided for our properties, unless otherwise specified. **Agency staff assisting at check-in or check-out are not entitled to do portage services.**

CONSIDER TO TRAVEL WITH LIGHT BAGGAGE. IT IS ALWAYS A GOOD RULE ESPECIALLY IN LIGURIA AND CINQUE TERRE.

Should you feel you may need baggage portage, please notify it at time of reservation and we will look for available services at extra charge.

15. ORGANIZATION OBLIGATIONS

If, before or after departure, Cinque Terre Riviera, for whatever reason, other than for reasons of the customer, cannot supply an essential part of the contracted services, it will provide alternative solutions, without surcharges for the customer, and if the supplied services' value is inferior to that of the contracted ones, Cinque Terre Riviera will refund the customer with an amount equal to the price difference between the contracted services and the supplied ones.

16. PROTECTION OF PRIVACY

When booking a stay on our website, our customers are required to provide some personal information, such as name, e-mail address, address, telephone number. This information allows us to process your booking and the sale of our services, and to keep the customers updated on the state of their bookings or to contact them in case of problems.

Processing of personal data is carried out in full compliance with the existing laws (Legislative Decree 196/2003 on the protection of personal data), which can be viewed directly on our website privacy page.

17. MANAGEMENT OF CREDIT CARDS AND BANK ACCOUNTS DATA.

Your credit card data, which are necessary in order to pay for our services, are never memorised by Cinque Terre Riviera's information system; they are managed directly and exclusively by the information systems of stripe.com, the company managing credit card payments, or Banca Sella, in case of bank transfer, in full compliance with the existing laws (Legislative Decree 196/2003 on the protection of personal data), which can be viewed directly on our website.



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18. LEGISLATION

Contracts regard the offer of hotel / villa / apartment stays only, as they cannot be considered agreements for travel organisation or tourist packages, and are regulated by the following provisions of the International Convention on Travel Contracts (CCV) -Brussels, April 23, 1970 – art. n.1, n.3 and n.6; art. n.17 to n. 23; art. n. 24 to n. 31, with regard to provisions that differ from those regulating travel organisation agreements and other agreements concerning the sale of the single service which is the object of the agreement.

19. DISCLAIMER

This site is provided by Cinque Terre Riviera on an “as is” basis and might contain errors or typographical mistakes.

Cinque Terre Riviera does not provide any representation or warranty, either explicit or implicit, on the site functioning, the information contained therein, the software or the products present in the site.

As far as the Italian legislation allows it, Cinque Terre Riviera rejects any representation or warranty, either explicit or implicit, including warranties of ability or fitness for particular purposes.

Cinque Terre Riviera shall not be held responsible for damages of any kind deriving from the use of this website, including direct, indirect, incidental, punitive and consequential damages.

20. COMPULSORY NOTICE

Compulsory notice Pursuant to Art. 16 of Law 269/98 organisation or tourist packages, and are regulated by the following provisions of the International Convention on Travel Contracts (CCV) -Brussels, April 23, 1970 – art. n.1, n.3 and n.6; art. n.17 to n. 23; art. n. 24 to n. 31, with regard to provisions that differ from those regulating travel organisation agreements and other agreements concerning the sale of the single service which is the object of the agreement.

The Italian law punishes with imprisonment all crimes pertaining to pornography, and prostitution of minors, including when such crimes are perpetrated abroad.

21. JURISDICTION

Cinque Terre Riviera acts as a tour operator and independent agent in booking all accommodations listed.

Except as otherwise set forth in the Guarantee, Cinque Terre Riviera and its employees, agents, representatives, affiliates, and owners (“Representatives”) shall not be liable for any and all losses, including actual, consequential, incidental, or punitive damages, incurred before, during or after customer’s stay in any accommodations rented through Cinque Terre Riviera Travel Agency and beyond its reasonable control. Cinque Terre Riviera relies on the information provided by each property owner or manager and does not independently verify the accuracy of all information posted on this site.

Cinque Terre Riviera makes no representations or warranties regarding the accuracy of the information provided by property owners.

By placing a reservation with Cinque Terre Riviera, customers agree to and accept these Rental Agreement which constitute a contract with Cinque Terre Riviera and govern the reservation of all accommodations.

Customer agrees to hold harmless and indemnify Cinque Terre Riviera and its Representatives from any such direct or indirect losses, including but not limited to consequential or incidental damages, expenses, claims, attorney’s fees, or personal injury.

Cinque Terre Riviera reserves the right to refuse or discontinue service to any person or agent, and/or rescind any contract for accommodations in its sole discretion.

These General Conditions are governed and construed in accordance with Italian law and the Italian Civil Code.

We reserve the right to make changes to our website and to these General Conditions, at any time.

In the event of any disputes arising out of this agreement the parties agree to submit to the exclusive jurisdiction of the Courts of La Spezia, Italy.

22. LEGAL AND ADMINISTRATIVE DETAILS

Cinque Terre Riviera Incoming Tour Operator belonging to Cinque Terre Riviera SNC

Via Roma 24, 19018 VERNAZZA (SP) – Italy

VAT number and fiscal code: IT 00910370113

Registro Imprese di La Spezia

MAIL info@cinqueterriviera.com

23. LICENCE

<http://www.cinqueterriviera.com> by Cinque Terre Riviera di Cinque Terre Riviera snc

Via Roma, 24 – 19018 Vernazza (La Spezia) – Italy

Autorizzazione nr. 1/2015

BY AGREEING TO THE TERMS ABOVE, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND FURTHER AGREE TO BE BOUND BY ALL OF ITS TERMS AND CONDITIONS.