

## **General Terms and Conditions Ecolodge Selvitelle**

### **Article 1 - Introductory terms**

1. These general terms and conditions apply to all bookings at Ecolodge Selvitelle.
2. Landlord means the operator of Ecolodge Selvitelle, legally represented by Mrs L. Daube.
3. The rental agreement is understood to mean the agreement whereby the landlord commits himself to the tenant to provide a stay offered by him in a flat belonging to Ecolodge Selvitelle, located at Contrada Selvitelle no. 6, 84053 in Cicerale, (SA), Italy.
4. Tenant means also tenant, tenants and lessees.
5. Rent means the rental price of a studio. This includes the use of linen, (bath) towels, gas, water, electricity and wifi. The costs for the final cleaning will be charged separately.

### **Article 2 - Formation of the rental agreement - application and reservation**

1. Request for reservation of a studio can be made by email, through the reservation form on the website, by telephone or through an Online Travel Agency.
2. If the request is made by email or by telephone, the hirer should provide the lessor with the same information as requested in the reservation form on the website, including the names of the persons who will be using the flat. The rented accommodation is exclusively intended for these persons.
3. If the appartement is available and tenant wants to make a reservation, this will be confirmed by landlord by e-mail with a reservation confirmation.
4. The rental agreement is established by the reservation confirmation mentioned in article 3. By this the tenant also agrees with these General Conditions for himself and his traveling companions.

### **Article 3 - Season, rental period and rates**

1. The opening months of Ecolodge Selvitelle are mentioned on the website [www.ecolodge-selvitelle.com](http://www.ecolodge-selvitelle.com). Also the periods of the low, middle and high season and the then valid rental rates and minimum rental periods are mentioned here.
2. The mentioned rental rates are in euros and include VAT and the use of linen, (bath) towels, gas, water, electricity and wifi. The costs for the final cleaning are charged separately.
3. In the low and mid season the minimum stay is 3 nights. In the high season the flats are rented (in principle) for at least a week (7 nights). The landlord is free to deviate from this.

### **Article 4 - Arrival and departure**

1. On arrival, the Tenant must be in possession of a valid passport or ID card. A copy of this document will be made on the spot; this is required by Italian law.
2. Upon arrival the key to the accommodation will be given on loan to the lessee by the lessor. The key remains the property of the landlord. In case of loss of the key, the costs for replacing the lock/key will be charged to the lessee.
3. The rented apartment can, as well in the high, middle as in the low season, be occupied on the day of arrival between 15.00 and 22.00 hours (earlier or later in consultation).

4. The rented property must be vacated by the tenant on the day of departure at 12:00 at the latest in the high, middle and low seasons. The rented property must be delivered in accordance with article 7 (final cleaning).
5. If the departure time is exceeded, an extra day's rent may be charged.

#### **Article 5 - Payment**

1. No later than 3 weeks before the arrival date, the lessor will send the lessee an invoice for the rental sum by e-mail. The lessee must ensure that this amount is credited to the lessor's account before arrival.
2. If the rent, mentioned in paragraph 1, is not paid before arrival, the tenant is requested to pay the amount in cash upon arrival. If this does not happen, the owner reserves the right to cancel the agreement, to deny the tenant access and to charge the cancellation fee, as described in article 8 of these conditions.
3. Costs for services and/or products delivered by Ecolodge Selvitelle to the tenant on location, have to be paid on the spot and in cash by the tenant, at the latest on the day of departure.

#### **Article 6 - Only adults / no kids, obligations of the tenant, nuisance and pets**

1. Ecolodge Selvitelle uses the 'only adults / no kids' concept. This means that guests must be adults (18 years or older), and/or behave like them.
2. Tenants must at all times behave as a good family man and avoid nuisance and/or inconvenience (in the broadest sense of the word) for other tenants and the managers of Ecolodge Selvitelle.
3. The tenant who causes such nuisance or inconvenience, that a good execution of the tenancy agreement is strongly hindered, can be excluded by the landlord from (continuation of) the tenancy. All resulting costs will be for the account of the tenant, if and insofar as the consequences of the nuisance can reasonably be attributed to him.
4. Ecolodge Selvitelle is particularly aimed at people who want peace and quiet in their holiday; between 24.00 and 08.00 hours the nightly rest applies: it is forbidden to play music (outside or inside) or make other noise which may cause nuisance to other tenants.
5. Offensive behaviour (in the broadest sense of the word) is not permitted. This includes, but is not limited to: shouting, nudity and inappropriate behaviour as a result of drinking.
6. Within the walls of (the buildings of) Ecolodge Selvitelle smoking is not allowed.
7. Pets are not allowed.

#### **Article 7 - Final clean-up**

1. The tenant must leave the accommodation 'broom clean'. Moved furniture must be put back in its original place. All objects and crockery must be returned clean and tidy to their original place. If items are broken or damaged, this must be reported to the lessor before departure, so that they can be supplemented or repaired.
2. During the final cleaning by the landlord the state of the flat will be recorded. If there is not reported damage or if there is no response to the provisions in article 1, the landlord has the right to charge extra costs to the tenant.

### **Article 8 - Cancellation by the tenant**

1. Cancellation by the tenant must be notified to the lessor by e-mail with confirmation of receipt.
2. After receipt of this cancellation by e-mail with confirmation of receipt, the lessor will send a separate confirmation of the cancellation by e-mail as soon as possible. Only then is a legally valid cancellation.
3. In case of cancellation up to 8 weeks before the start of the rental period the landlord will charge € 100,-; in case of cancellation between 8 and 4 weeks before the start of the rental period the landlord will charge 50% of the total rental sum and in case of cancellation less than 4 weeks before the start of the rental period the landlord will charge 100% of the total rental sum.
4. In case of cancellation landlord will make an effort to rent out the flat again. If this is successful, the landlord will only charge €100,- for administration and mediation costs.
5. Reservations that have been cancelled can only be transferred to third parties by the tenant if the tenant requests and receives permission from the landlord by email beforehand. Landlord may refuse such a transfer without giving reasons.
6. The tenant is advised to take out his own travel cancellation insurance.
7. In case of premature termination of the stay, for whatever reason, the tenant remains liable for the full rental amount.
8. If the tenant does not pay the cancellation fee (on time), this claim will, after a final written reminder, be passed on to the lessor for collection, the costs of which will be for the tenant's account.
9. If the booking is made via an Online Travel Agency, the cancellation conditions of the website in question shall apply.
10. For bookings that are cancelled under Covid-19 as a result of a negative travel advice issued by the government, the following applies; **Cancellations up to 3 days before arrival date; 100% refund. Cancellations within 72 hours before arrival; € 75,- costs** (restitution rental fee minus € 75,-) **N.B. These conditions only apply to travel restrictions imposed by the governments in question, being Italy and the country from which one travels.**

### **Article 9 - Cancellation by the lessor**

1. If the Landlord is forced by circumstances to cancel the Subjects, the Tenant shall be informed immediately and, if possible, offered an alternative.
2. If the Landlord is unable to offer an alternative, or if the Tenant does not accept the alternative, the Landlord shall immediately refund the entire amount already paid by the Tenant.
3. The Hirer has no other right than to reclaim this amount.

## **Article 10 - Liability**

1. Entering the grounds of Ecolodge Selvitelle and the use of the facilities and buildings on the grounds of Ecolodge Selvitelle is entirely at the risk of the tenant. This also applies to those areas of the grounds where no fences or barriers are placed. Tenant is fully aware that the rented accommodation is situated on a hill in the countryside. For any inconveniences/risks that may be related to this, the landlord/owner or manager cannot be held liable in any way.
2. The lessor/owner or manager is not liable in any way for:
  - theft, loss, damage or injury in the broadest sense of the word, of whatever nature, during or as a result of a stay in one of the Ecolodge Selvitelle apartments;
  - accidents in the rented accommodation and in the entire grounds; damage and/or injury as a result of natural violence, natural disasters, attacks, strikes, violence or accidents;
  - temporary outage or malfunction of water and/or energy supply in the rented accommodation, road works not announced in advance and construction works in the immediate surroundings of Ecolodge Selvitelle;
  - the temporary loss of power makes electronic equipment of the tenant unusable;
  - The non-execution or partial execution of the rental agreement in the case of force majeure;
  - Obvious mistakes or errors on the website of Ecolodge Selvitelle and/or other (social) media used by Ecolodge Selvitelle.
3. The tenant is liable for all loss and/or damage he causes to the rented flat, its inventory and all items belonging to the rented object. This is regardless of whether this is the result of acts or omissions of the tenant or of third parties who are in the rented property with the tenant's permission.
4. The tenant shall immediately and fully report any damage/loss to the lessor and arrangements will immediately be made for its handling and compensation.
5. Damage caused by improper use or abandonment of the rented object must be compensated by the tenant.
6. The tenant is advised to take out travel, accident and liability insurance (in any event) for the duration of the rental period.

## **Article 11 - Complaints**

1. Any complaints/shortcomings in the execution of the agreement must be made known to the lessor in writing when they arise and before departure.
2. The lessor shall make every effort, insofar as this lies within his power, to resolve the complaint to the satisfaction of the tenant, or to find a solution that satisfies both the tenant and the lessor.
3. If the complaint, in all reasonableness and fairness, cannot be resolved to the tenant's satisfaction, the tenant is free to leave. The rent for the remaining days will then be refunded to the tenant.