

## **GENERAL LETTING CONDITIONS**

### **1) RENTAL**

Bookings are made on behalf of the the Esmeralda Immobiliare S.r.l. at the prices stated by e-mail.

### **2) PAYMENTS**

As soon as the holiday-maker receives the confirmation of his/her booking, he/she must pay a deposit equal to 50% of the rental price. The remaining balance must be paid at least 42 days before the start of the rental period. For bookings made less than 42 days prior to the start of the rental period, the holiday-maker must immediately pay the total amount of the rental price.

### **3) HOW TO PAY**

Deposit and balance will be made by BANK TRANSFER in favour of Esmeralda Immobiliare S.r.l. at:

Banca Intesa San Paolo Agenzia di Giglio Porto  
Codice IBAN: IT93 L030 6972 2620 0000 0004 226  
Codice BIC: BCITITMM

### **4) RENTAL PERIOD**

The period of the weekly rentals for the followings flats start from Saturday to the next Saturday

- Yellow Fish, Blue Fish and Silver Fish

The period of the weekly rentals for the followings flats starts from Sunday to the next Sunday

- The Shell , Starfish and the Sailing boat.

### **5) ARRIVAL AND DEPARTURE**

Arrival and departure take place at the following hours:

Arrival: from 05.00 p.m. to 08.30 p.m.

Departure: from 07.30 a.m. to 09.00 a.m.

### **6) UPON ARRIVAL**

On arrival the renter must present his passport or identity card to the owner or his representative to enable them to proceed with their registration in accordance with Italian legal requirements.

### **7) SECURITY DEPOSIT**

When the keys are handed over to the holiday-maker, the security deposit, must be paid, in cash and in EURO to the owner or his/her representative as the list below: Such amount will be refunded at the end of the holiday less any deduction made.

- Yellow Fish and Sailing Boat : Euro 300,-

- Blue Fish and The Shell : Euro 500,-

- Starfish and Silver Fish : Euro 800,-

Such amount will be refunded at the end of the holiday less any deduction made for damage caused to the property or for any additional costs that were not included in the rental price. THE OWNER OR HIS/HER REPRESENTATIVE CAN REFUSE ACCESS TO THE PROPERTY IF THE SECURITY DEPOSIT IS NOT HANDED OVER. Should the holiday-maker decide to leave the property prematurely the owner or his/her representative is authorised to refund the deposit to the holiday-maker (less any additional expenses and/or any deductions for damages) only after having checked the inventory and the property in question.

## **8) NUMBER OF PERSONS/SUBSTITUTIONS - PETS**

Only those persons whose name appears on the Booking Form may use the property. The number of persons (adults and children) must not exceed the number of sleeping places except in the case of infants (up to 2 years old). The substitution of persons during the rental period is forbidden unless previously agreed upon with Esmeralda immobiliare S.r.l.. Only one pet will be admitted in those properties. Small sized pets are considered animals that do not exceed 8 kg in weight.

The holiday-maker is obliged to advise Esmeralda Immobiliare S.r.l. at the time of booking if he/she is bringing a pet, stating its type and size as well. The additional cost for the pets is Euro 40,00 for 2 days of night and Euro 100,00 for one week of holiday.

It is compulsory for the holidaymaker to supervise his/her pet brought within the communal areas of the accommodation.

## **9) ALTERATIONS - CANCELLATION CHARGES**

Cancellation of a booking, even if it is substituted by another one, the following penalties must be paid: 15% of the total rental price if the cancellation is made at least 75 days before the start of the rental period, 30% of the total rental price if the cancellation is made between 74 and 43 days before the start of the rental period, 50% of the total rental price if the cancellation is made between 42 and 30 days before the start of the rental period, 90% of the total rental price if the cancellation is made between 29 and 1 day before the start of the rental period, 100% of the total rental price if the cancellation is made the day of arrival or in the case of no show.

## **10) LAW AND JURISDICTION**

In the event of controversies arising from the booking and the rental, the Orbetello Law Court only can deal with the matter and Italian law only applies. By making the booking, this implies that ESMERALDA IMMOBILIARE's General Conditions of Rental have been understood and have thereby been accepted without reserve and without exception. If any of the conditions of this contract have become invalid or were invalid or if in this contract there should be a gap, the other conditions cannot be contested.

## **11) INFORMATIVE REPORT ACCORDING TO ART. 13, Legislative Decree 196/03**

Esmeralda Immobiliare S.r.l., with headquarters in Isola Del Giglio , Loc. Campese , Via Coton dei Nobili,15 - informs that the personal data acquired during the pre-contractual and contractual phases will be subject to processing for the purposes connected to or instrumental to our activities and that is:

- 1) for purposes connected to the stipulation of rental contracts, by means of booking procedure, execution and correct fulfillment of the relative contractual obligations. In the case of sensitive data (ex. disabled persons), this data can be processed only through written consent of the interested party.
- 2) If authorized, for purposes related to promotional information of the tourist programmes; the sending of catalogues; surveying of the satisfaction of Esmeralda Immobiliare's clientele.

The conferment of data for the purposes stated in paragraph 1) is optional but necessary for fulfilling the administrative fiscal contractual obligations provided by law and therefore lack of conferment, and consent where necessary, will make it impossible for Esmeralda Immobiliare S.r.l.. to be able to carry out the contractual commitments.

For that which concerns the purposes stated in the aforesaid paragraph 2), the conferment

and consent is optional and the refusal of data processing does not produce any consequence.

The data processing will be carried out both in paper form and with the help of modern computer and telematic systems by subjects belonging to the Esmeralda Immobiliare S.r.l.. staff responsible for such activities, such as administrative, commercial and booking services, customer service, technical and computer assistance, and parties external to the Esmeralda Immobiliare S.r.l. staff, such as commercial partners, carriers, technical and computer providers, financial institutions, other professionals and insurance companies. The data will not be subject to communication and/or distribution to third parties if not in compliance with the obligations of the Law and/or contractual, they will be processed in compliance with the law and for the time strictly necessary.

Responsible for the data treatment is Esmeralda Immobiliare S.r.l. located in the company's registered office.

The interested party can nonetheless exercise his/her rights expressed in paragraph 7 of the Legislative Decree 196/03, in particular the right to know about the existence of the processing of his/her personal data, the origins, the methods and the purposes of the processing, as well as the identity of the person responsible for such activities and any others to whom the data may be transmitted, to request the updating, the correction, the cancellation, the transformation in anonymous form or the blockage of his/her data.

Finally, the interested party can oppose, for legitimate reasons, the processing of his/her data.