



SPECIAL ITALY

General booking conditions short term rentals - tenant

1. **Parties.** These general booking conditions short term rentals – tenant ('conditions - tenant') are applicable in the relationship between the following parties:
 - a. SpecialItaly ('SI') is the business name of SpecialItaly Properties S.R.L., operating under the business name "SpecialItaly (SI)" and similar, with statutory head office in Milan, and operational offices in Vocabolo Polino Alto 25, 06066 Piegara, Italy, telephone number +39 3276112873, e-mail: info@specialitaly.com, registered at the Chamber of Commerce of Milan under number MI-2783068 and with VAT-number IT14434330966, authorised and capable to offer real estate properties for short term rent;
 - b. Tenant is the company or private individual who rents through SI for short term the Property as described in article 3 hereof. SI enters into a contract with Tenant by means of a separate booking confirmation in which all rental terms are specified including these conditions – tenant as well as the Privacy terms (both of which form an integral part of said contract);
where SI is instructed to introduce to Tenant the following third party:
 - c. Owner is the company or private individual legally owning the real estate property (as further specified in article 3) offered for short term rent through SI. Owners' responsibilities hereunder may or may not be delegated to another person (e.g. caretaker or property manager).
2. **Collaboration agreement short term rentals.** Owner and SI declare to have entered into a collaboration agreement short term rental between them for the Property offered for rent through SI. Owner has authorized SI to offer for short-rental and to rent out for short term on her/his behalf the Property as described in the profile on the website www.specialitaly.com.
3. **Property for short term rent.** Owner has guaranteed to SI that the Property offered for rent is of high level of maintenance: at all times the entire Property is clean, where, if present, the garden is continuously kept well maintained and the swimming pool is clean and ready to use during opening period as described in the Property profile. Owner is responsible for taking out an adequate home and contents insurance policy as well as civil liability insurance that allows Owner to host paid guests (Tenants) in the Property. Tenant is responsible for her/his own travel and civil liability insurance policy when staying at the Property. Owner will ensure that an English-speaking person (caretaker, property manager or Owner her-/himself) is present at the Property during the check in, available during Tenant's stay to answer questions and/or resolve property-related issues, and to be present at the Property to perform the check out. An up to date English language written property guide with information on how the Property premises function as well as extensive touristic information on the direct environment of the Property will be made available by Owner in the Property.
4. **Short term rental.** Under short term rental is intended the normal residential use of the rented Property by Tenant during the agreed rental period in the confirmed booking.
5. **Rental period.** The rental period in a confirmed booking is the time between two calendar dates in which short term rental takes place with a maximum of 30 consecutive days. A standard rental period is a week and runs from Saturday as of 16.00 hours CET to the following Saturday 10.00 hours CET unless stated differently in the profile on the SI website. Subject to prior approval from Owner SI may agree different arrival or departure days/times with Tenant.

6. **Property availability.** SI will publish the Property availability for short term rentals online through www.specialitaly.com.
7. **Prices.** Rental prices, security deposit and prices for any additional services required by Tenant are expressed in euros (EUR) in the booking confirmation e-mail. All prices include any taxes (e.g. VAT, tourist tax, etc.) and/or any other legally mandatory contributions, if owed, unless explicitly indicated differently in the profile of the rental property subject to booking on the website www.specialitaly.com. Payment of all amounts due will take place via www.mollie.com. SI cannot accept incoming payments (from Tenant) nor pay out sums (to Owner) in other currencies than euro (EUR). In case Tenant would like to pay in another currency she/he is responsible for exchanging her/his currency for the exact agreed amount in euros (EUR). Neither SI nor Owner can be held responsible for changes (over time) in exchange rates nor for the cost of exchanging any foreign currency to the euro (EUR).
8. **Facilities included in rental price.** Owner guarantees to SI and Tenant to use best efforts that during rental periods all facilities of the Property as indicated in the Property's profile on www.specialitaly.com are available in top condition and properly functioning for normal use under the conditions mentioned on the website. Among other things this means that, if present, the swimming pool is open and clean during opening period as specified on the website, all equipment is in working order and the garden is in an optimal state of maintenance all year through. The maintenance and use of all the facilities including final cleaning are included in the agreed rental price unless explicitly stated differently on the SI website.
9. **Security deposit.** Owner will take care that personal and other expensive private belongings (clothes, jewelry, etc.) are removed or stored securely from the Property before the arrival of a Tenant. Tenant will have to give a security deposit to SI as specified in the booking procedure and in the profile on the SI website. The security deposit will be held by SI in its escrow accounts until the end of the rental period.

The security deposit will be returned in full after the rental period after verification that there are no damages and/or any item missing belonging to the Property which was present in the Property upon arrival. Tenant and Owner will need to flag immediately to the other party any damage(s) and/or missing item(s) as soon as detected. In case of damage(s) and/or missing item(s) caused by Tenant, Owner has the right to claim the cost of replacement of the missing item(s) and/or the cost of the repair of the damage(s).

Latest two days after departure of Tenant from the Property, Owner may flag any missing item(s) and/or damage(s) caused by Tenant, either directly to Tenant during his stay at the property or per email to SI after departure of Tenant: info@specialitaly.com. Upon receiving from Owner within maximum two months after departure of Tenant a market competitive invoice of the replacement of the missing item(s) and/or repair of the damage(s), SI will wire the corresponding amount directly to Owner; an eventual balance will be wired back by SI to Tenant. In case Owner shall be entitled to invoice Tenant for any additional amounts exceeding the security deposit, said additional amount shall be payable directly by Tenant to Owner within 10 days of receipt of the invoice via SI; SI will wire in this case the security deposit in full to Owner. In case SI has not received any communication from Owner regarding damage(s) and/or missing item(s) latest two days after departure of Tenant and/or if SI, upon timely report by the Owner within latest two (2) days after departure of Tenant, doesn't receive an invoice for the replacement and/or repair within maximum two (2) months after departure of Tenant, SI will proceed wiring back the full security deposit directly to Tenant.

SI cannot in any case be held responsible for eventual damage(s) and/or missing item(s).

10. **Additional services against separate charge upon Tenant's request.** Tenant may book upon request via SI, and only if offered by Owner of the Property as shown on the website as well as pending availability, additional services for the booked rental period, against separate charge, in two different categories:

- a. additional services and goods not included in the rental price and, if desired, to be booked through SI and paid through SI (pool heating, baby bed/cot, extra bed, extra cleaning for pet's stay). SI will handle the booking and payment of this category of services between Tenant and Owner.
- b. additional services and goods not included in the rental price and, if desired, to be booked through SI and paid directly to Owner (e.g. shuttle-, shopping-, cooking-, catering-, babysitting-, massage- and extra cleaning/maid services, use of extra bed linen and towels, extra firewood (for BBQ or stove/fireplace), sale of local products (like wine and olive oil), etc.). This category of services may be booked through SI at least one (1) week before arrival. Payment will need to be settled in cash between Owner and Tenant upon delivery of the service or latest upon departure of Tenant. In no case the security deposit can be used for the payment of any of this category of services, nor can SI be held responsible for a (partial) non-payment of these services by Tenant.

11. Booking procedure. The booking procedure consists of the following steps:

- a. *Options.* When contacting SI to rent a Property for short term, Tenant may ask for an option to book the Property of her/his choice for a maximum of three (3) calendar days. SI will check availability with Owner. After this three-day period the option automatically expires for all parties or may be turned into a booking (if not done already earlier) where SI will confirm the main details of the booking per email both to Tenant and Owner: name Property, number of people staying, rental period, agreed rental price and any additionally required services. Also, without taking an option, Tenant may immediately book the Property of his choice by sending an email to SI: info@specialitaly.com.
- b. *Booking information.* SI will send a booking confirmation email to Tenant containing the booking information, these conditions - tenant, the Privacy terms as well as payment instructions.
- c. *Booking confirmation (payment of confirmatory deposit and hand over address details).* In the booking confirmation email Tenant is required to pay the confirmatory deposit of the rental price, being 30% of the total agreed rental price, to SI and hand over to SI her/his address details. Also, Tenant is asked to fill out the form with personal details of all guests staying at the Property during the rental period, as required by the local authorities. The payment process is facilitated by www.mollie.com, an exclusive business partner of SI certified to handle third party payments amongst which bank transfers and credit card payments. Once SI has received the full confirmatory deposit and the full address details of the Tenant, the booking is completed and confirmed. By paying the confirmatory deposit Tenant also explicitly accepts these General Booking Conditions Short Term Rentals - tenant as well as the Privacy terms. If the full payment of the confirmatory deposit and/or the full address details have not been received within 5 calendar days from sending the booking confirmation email by SI, SI is entitled to cancel the booking with no further liability towards Tenant.
- d. *Balance payments.* Tenant will be asked, via an email reminder sent out by SI, to perform latest 6 weeks before the commencement date of the rental period, the balance payments (balance agreed rental price, security deposit if required and additional services required by Tenant if any), again to SI. This payment process is also handled via www.mollie.com.
- e. *Last minute bookings.* In case of a booking confirmed equal to and less than 21 days before arrival date, Tenants are kindly asked to pay the total agreed fee (rental price, security deposit if required and additional services requested by Tenant if any) at once via regular bank wire/transfer. For this purpose, SI will hand over to Tenant the bank details of its SI Rentals bank account and will kindly ask for the payment receipt in order to secure the booking. The payment in this specific 'last minute' case cannot be handled via the SI payments partner www.mollie.com, nor can be paid with credit card.
- f. *Voucher.* After all amounts and necessary personal data have been received in full by SI, Tenant will receive at their email address a voucher with the full details of the rental booked at the Property (full name and address of the Property, contact details of the Owner and/or caretaker/property manager on her/his behalf as well as detailed directions from the main airports/motorways to the

Property). This voucher will also be the formal identification on the day of arrival. SI will keep proper records of the personal contact details of Tenant permitting the Owner to contact Tenant in case of necessity (issues shortly before arrival, personal belongings left at the Property after departure, etc.). At all times SI and Owner will respect the Privacy terms.

- 12. Cancellation and postponement/rebooking.** Tenant may cancel the confirmed booking, but will need to compensate Owner and/or SI with a sum equal to the following percentage of the total agreed rental price, depending on the length of the period from the booking date to the cancellation date as to the expected arrival date:
- between booking date (= date in which the booking confirmation has been sent by SI) and 4 months before arrival: 30%;
 - between 4 months and 6 weeks before arrival: 75%;
 - less than 6 weeks before arrival: 100%.

The communication of withdrawal or cancellation of a confirmed booking must be done by email to SI: info@specialitaly.com.

In case of cancellation of a confirmed booking by Tenant, SI is entitled to offer the booked period to other potential Tenants in situations as per above article 13.a. or 13.b.; in situation 13.c. where full rent has been paid by Tenant who cancelled the confirmed booking, SI has the right to exclusively offer the Property for the booked period to other third parties, fulfilling all obligations related to the confirmed booking as laid out in these General booking conditions short term rentals – Owner. In such case SI takes separate arrangements with Tenant who cancelled the booking.

Only in case of the event that the Property is not habitable or cannot be made habitable during the booked period in accordance with the conditions as advertised on the Property profile and agreed in the booking confirmation (e.g. due to heavy damage to the Property), Tenant is entitled to receive back all sums related to the confirmed booking paid by Tenant without further liability of SI and/or Owner for any damage whatsoever.

In case the Property is sold before the start of the rental period and the new Owner does not accept carrying out the rental booking in accordance with the conditions as advertised on the Property profile and agreed in the booking confirmation, previous Owner is entitled to cancel the booking in full until maximum 3 months before the arrival date. In such case Owner is obliged to reimburse to Tenant, via SI, the full down payment paid by Tenant.

If Owner cancels the booking within 3 months before arrival date, Tenant is entitled to receive back all sums related to the confirmed booking paid by Tenant to SI, plus all other travel cost (excluded private air transport) related to the confirmed booking that were paid or payable by Tenant at the time of cancellation, only if properly documented.

In case of force majeure including the situation in which Property cannot be reached on the day of arrival (start rental period) due to restrictions imposed by public competent authorities, SI is entitled to offer and mutually agree with Tenant a new rental period in the same Property against minimum the same paid value latest in the next calendar year. In such occasion only, the payment for security deposit will be wired back to Tenant by SI, where these will be required again by SI before the start of the newly agreed rental period, according to the regular booking procedure as outlined in these General booking conditions for short term rentals.

- 14. Notification of guests.** Italian law requires the notification to the local authorities (police) of guests renting private houses, apartments and villas for short term. Tenant is held to comply with this regulation by handing in the required personal data through SI to Owner (or a delegated person on her/his behalf). At all times parties commit to respecting the SI Privacy terms.
- 15. Arrival of Tenant (check in).** Owner, or a delegated person on her/his behalf, shall be present at the Property upon arrival of Tenant. Tenant must arrive within the time window as specified in the

voucher. Also, Tenant is kindly asked to follow the instructions in the voucher and communicate to Owner or her/his caretaker/property manager one (1) day before arrival the approximate time of arrival on the next day. In case of very early or late arrival, outside the set window of arrival times and not explicitly agreed upfront in writing with SI and/or Owner, Owner has the faculty to charge an arrival fee. Tenant will respect the presence of the maximum number of people (adults + children) and any allowed pets (dogs) during the entire rental period, as agreed in the confirmed booking and repeated in the voucher. In case the maximum numbers are exceeded by Tenant, Owner has the faculty to send away the number of people/pets exceeding the maximum numbers. Alternatively, Owner may allow the extra number of people/pets to stay, only with the mediation of SI, including extra payments of rent and any other extra required service (e.g. beds, cots, etc.). In no case the total number of people/pets present may exceed the total allowed number of people/pets in the Property as published in the profile on the SI website.

- 16. Availability Owner during rental period.** Owner shall communicate upfront to SI whom the Tenant can contact during the rental period in case of questions, urgencies, etc.
- 17. Tenant's behaviour.** Owner shall ensure that a clear updated Property guide written in English is available for Tenant in the premises. Tenant acknowledges that all habitable roofed spaces of the Property are non-smoking areas and that the use of the swimming pool and any equipment in a playground or garden, if present, are fully at own risk. Children under the age of twelve (12) years are expected to be supervised by at least one adult. Furthermore, Tenant acknowledges and agrees that it is strictly forbidden to move furniture around the Property, to bring internal furniture and accessories outside and to utilize them in a manner for which they are not provided. In case these rules of behavior are not respected by Tenant and/or their guests and this causes damage to the Property and/or to its furnishings, the Owner or caretaker on his/her behalf shall be entitled, upon his/her sole judgment, to notify Tenant of termination of the short-term rental or in extreme cases to send away Tenant from the Property, with the faculty to demand the assistance of the local authorities. SI declines any responsibility in case of disputes between Owner and Tenant.
- 18. Departure of Tenant (check out).** Owner, or a delegated person on her/his behalf, shall be present at the Property upon departure of Tenant. Except for final cleaning which will be carried out by Owner after departure of Tenant, Tenant will leave the Property in a tidy state, similar to how the Property was found upon arrival. Tenant is held to leave the Property before the hour as specified in the profile on SI website as well as in the voucher. Also, Tenant is kindly asked to contact Owner or her/his caretaker/property manager one (1) day before departure about her/his approximate time of departure on the next day, allowing Owner to be present at departure. Tenant is required to pay any non-paid extra services according to the exact amount due in cash money latest upon departure (check out). For such cases Owner has no change of cash money available, and said amounts can in no case be deducted from the security deposit. In case of unannounced departure by Tenant, Owner has the faculty to charge a departure fee to Tenant whilst keeping her/his right to claim eventual damages and missing items in the Property as well as the price of eventual non-paid extra services required by Tenant increased with a handling fee.
- 19. Repeated booking and sale-purchase property.** Tenant respects any Property introduced by SI to Tenant for short term rental, to be and to remain client of SI for the period that Property is promoted by SI for short term rentals. When rebooking the Property for short term rentals Tenant continues to do so via SI.

In case Owner and Tenant may find a direct agreement in which Owner sells the Property to Tenant who, at her/his turn, buys the Property from Owner, Tenant immediately informs SI, acknowledging to SI a purchase commission according to the valid brokerage terms held by SI.

- 20. Privacy terms.** SI respects the privacy of all its (potential) clients and is committed to ensuring that it is protected. In the SI Privacy terms is laid out which information SI requires from her clients as well as how SI uses this information. A copy of the SI privacy terms can be downloaded at www.specialitaly.com or can be requested per email: info@specialitaly.com. Upon booking Tenant will receive a copy directly via SI as an attachment to the booking confirmation.

21. Camera surveillance. If camera surveillance is present in the villa, any camera surveillance in living spaces and other private spaces during the rental period will be switched off. Camera surveillance to protect the property for safety purposes may be used and will comply with the following conditions:

- a. the camera shall only film the belonging(s) and property of the Owner;
- b. the camera surveillance will be set up in such a way that it limits any violation of the privacy of passers-by as little as possible;
- c. any filmed images will be deleted after twenty-four (24) hours;
- d. Tenant will be able to identify the camera due to clear signage.

In case of a criminal event, the images may be shared with the police.

22. Disclaimer. SI will trust on all the information that has been given to her by Tenant and Owner and cannot therefore be held responsible for any inconvenience or damage caused by lack of information or wrong information provided by one or both parties. SI's liability under the contract is explicitly excluded as she acts as an intermediary for Owner only. Owner declares that her/his liability for any and all claims for direct damages is limited to the amount of the total agreed rental price for one (1) week. Any and all complaints concerning this rental agreement, whether it is about the Property, any additional services or any of the facilities, will be dealt with immediately upon complaint to the contact person provided during Tenant's stay. Any complaints shall be lodged forthwith upon discovery of the issue, but ultimately within 3 days after the end of the rental period if it concerns issues that could not be immediately resolved by contact person or Owner during the rental period.

23. Settlement of disputes. Parties acknowledge that Italian law is applicable to these General booking conditions – tenant, to the booking confirmation as well as to the Privacy terms. Parties shall submit any dispute arising out of or in connection with this agreement, including these terms - tenant to the competent court of Milan (Italy) albeit that solely SI, acting on behalf and for the benefit of Owner, may also bring a claim to the competent court in the jurisdiction of Tenant.

Milan / Piegato (Italy), 2nd January 2026