

## Barbarhouse s.r.l. Terms of Service

In this document, the client can examine the general conditions of the contract and, more specifically, the rules that govern the relations between:

- Barbarhouse s.r.l. and the landlords of the building units;
  
- Barbarhouse s.r.l and the guests/tenants;
  
- guests/tenants and respective landlords/owners of the building units;

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### GENERAL TERMS AND CONDITIONS

BARBARHOUSE s.r.l., located in Casarano (LE) in Piazza San Pietro 4, VAT registration 04020580751, is a company conducting travel agency and tour operator activities, specialized in tourist brokerage of private estates that the Mandators (owners) intend to propose as tourist rentals to the client (tourists – tenants – guests).

Barbarhouse s.r.l (thereafter Agency) is, therefore, authorized by the Mandators to provide the following services:

- advertise the properties on the website owned by the Agency or other websites and portals that suggest holiday proposals and on any other channel of communication considered appropriate as OTAS (online travel agencies);
  
- approve the properties` reservations in the name of and on behalf of the Mandators;
  
- collect the deposit (not refundable) and the final payment (not refundable) of the agreed price or as established directly by the Agency;
  
- in case of delegation of the Mandators, the procedures about the stay of the tenants-tourists such as the delivery of the keys, the collection of the final payment and of the caution deposit, the restitution of the keys and notification of possible damages caused by the tenants, the final cleaning and supply of bed sheets and towels are to be effectuated by specific service companies appointed by BarbarHouse s.r.l and authorized by the latter.

The Agency, acting on the basis of exclusive mandates with representation, signs in the name of and on behalf of the Mandators the rental agreements, therefore each tenancy relationship is to be considered strictly between the landlord/owner and the client (tourist – guest – tenant). It follows that the Agency remains uninvolved in the aforementioned tenancy relationships.

The client (tourist – guest – tenant), by making a reservation through the Agency, states he`s aware of the content of the present document and he`s accepting, expressly and unequivocally the following general conditions for lease of housing accommodations:

- The reservation is to be considered effectuated when the Agency receives the payment of the deposit via bank transfer, credit card, postal order, bank cheque or cashier`s cheque, cash or the same is guaranteed by pre-authorisation via credit card for reservations such as Last Minute.

- The client shall specifically exclude the possibility of any other and different use of the estate but the suitable use to satisfy residential needs of a transitional nature and solely for tourist purposes.

- The client shall provide the Agency within 7 days from the beginning of the stay, a list of names, with the personal datas, of the people that will stay in the estate. Such number shall not be superior to the bed accommodations resulting in the description of the estate, unless previous and specific agreement with the Agency.

- The tourist shall cancel the reservation by registered letter via fax/e-mail up to 16 days before the date of arrival. In such a case, the client will lose the entire sum paid as deposit. If the cancellation of the reservation occurs in the 15 days prior to the arrival, the client, in addition to losing the deposit, shall pay the Agency a penalty amounting to the 30% of the full rent, for a total of 70%.

- When taking possession of the house, before the delivery of the keys, the tenant shall:

- Show the reservation voucher to the appointee of the Agency as indicated on the voucher or to the other authorized person;

- Show a valid identity document (passport or identity card) for the fulfillments under current laws;

- Check the conformity of the estate with the photos and the generic descriptions published on the website of the Agency;

- Make the final payment if it hasn't been paid in advance. If it's an immediate payment, such payment must be made entirely in cash or via cashier's cheque released by an Italian lending institution or via credit card (the commissions will be charged to the tenant). Bank cheque or postal order will not, therefore, be accepted;

- Pay the caution deposit, in cash or through pre-authorisation with credit card, as set out on the voucher and/or as illustrated on the Agency's website, as a guarantee of any damages possibly made, during the stay-holiday, to the estate, both to the structural components and plant system and to the furniture or to anything else taken into custody. If the damages made exceed the sum paid as caution deposit, the tenant shall pay the superior damage. The caution deposit, given the type and duration of the contract, will not be fruitful and, in absence of damages, it will be returned at the end of the stay;

- Sign the rental contract. The signature of the contract includes the receipt of the final payment, that is valid as payment in full. In the case of payment in cash, the legal limit is € 2.999 for each adult guest that is therefore renting pro-rata the estate.

- As the client collects the keys of the estate, he shall become keeper of the same, of the furniture and of what is listed in the specific inventory which shall be signed by the client when provided by the landlord or his spokesperson. The client shall keep the building like a good family man and shall return, at the end of the stay, the keys.

- The landlord or the Agency appointed by the same shall manage the ordinary and extraordinary maintenance of the rented building unit. Hence, nor the tenant or his guests shall, during the stay, operate or tamper with the control panel that regulates the fixtures (water, electric, pool related systems, irrigation etc.) of the house. If necessary, the tenant shall contact the Agency, which shall handle the problem as quickly as possible, withstanding the prohibition for the tenant. In case of non-compliance with such prohibition, the client shall be considered responsible of the damages caused, considered as actual loss and loss of profit.

- The landlord or his spokesperson reserves the right to access, as agreed with the client, in order to service the ordinary maintenance of the house (swimming pool, garden, etc.).

- The lease price usually includes the reimbursement of expenses of consumptions and final cleaning. Aforementioned amount, in any case, doesn't include the cleaning of the kitchenette (50 euros) and the removal of the garbage (minimum 50 euros), which are at the expense of the tenant. In case of non-compliance, the representative of the Agency shall keep, from the caution deposit, the equivalent amount by way of indemnifying the damage.

- Should the expenses of the utilities (gas, electricity, drinking water etc.) not be included in the lease price negotiated with the Agency, these shall be calculated, on consumption basis and deducted, in the absence of agreement, from the caution deposit at the time of leaving.

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For every controversy, the court of Lecce shall be conventionally in charge.