

**BOOKING FORM**

Name.....  
Surname.....  
Profession.....  
Address.....  
Area code.....City.....  
Country.....Tel.....  
Mobile.....Fax.....E-Mail.....  
With this form I confirm the renting of the house called.....  
For the period from.....to.....  
At the price of Euro.....in letters.....

The house will be occupied by the following people:

Name, Surname, Date of Birth

1 ...../...../.....                      7 ...../...../.....  
2 ...../...../.....                      8 ...../...../.....  
3 ...../...../.....                      9 ...../...../.....  
4 ...../...../.....                      10...../...../.....  
5 ...../...../.....                      11...../...../.....  
6 ...../...../.....                      12...../...../.....

In case you need something special, please mention it below:

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Herewith I declare that I have examined the General Terms of Lease and the detailed description of the Property on the internet site [www.holidayhometuscany.net](http://www.holidayhometuscany.net) and to approve expressly, according to art.1341 and 1342 C.C. (Italian Civil Law), all the clauses mentioned in the General Terms of Lease.

Date..... Signature.....

Please, send it back by Post or Fax to:

Dr.Francesca Grabau  
Villa Grabau  
Via di Matraia 269  
55100 San Pancrazio – Lucca – Italy  
Fax: (+39) 0583 406098

## GENERAL TERMS OF LEASE

### Temporary contract for tourist purposes

(Art.1, paragraph 2, letter C of Law 9/12/98 N.431)

1. The leasing terms refer to the rental exclusively as of a holiday home at the prices and in the periods indicated in the section corresponding to each property. This is a temporary contract according to art. 1, comma 2, letter C of Law 9.12.1988, n. 431. This will expire on the date indicated in the Booking Form without any prior notice and with the absolute exclusion of an implied renewal. The Tenant will not be able to change the destination of the property for the weekly holiday rental, nor will he be able to pass to a third party this leasing contract, not even on a gratuitous basis. In this contract and the enclosed booking form the description is taken explicitly from that listed in the section dedicated to each single property. The minimum rental period is 7 days from Saturday to Saturday, or multiple periods of the week. During the months of July and August the minimal rental period is 15 days from Saturday to Saturday, or multiple periods of the week. The Owner reserves the right to consider, case by case, reservations for shorter periods.

2. Reservations should be made directly to Villa Grabau, tel. 0583 406098, fax 0583 406098 E-Mail: [info@villagrabau.it](mailto:info@villagrabau.it) Reservations will be considered valid at the following conditions:

- a) The Client must fill in the enclosed booking form indicating the names of all the people who will be staying in the house. The General Terms of Lease contained in this form are mandatory.
- b) The Client must make an advance payment equal to 30% of the amount due for reservations made more than 60 days prior to the start of the rental period.
- c) The balance must be paid 60 days prior to the start of the rental period. In the case of a reservation made less than 60 days prior to the start of the rental period, the full amount due must be paid in a single payment.
- d) Payments should be made by bank transfer to the current account indicated by the owner upon confirmation of availability.

Reservations requested by phone must be confirmed immediately by fax within the next 12 hours otherwise the request will be invalid. When the owner confirms availability of the reservation request, payment must be made within 24 hours, otherwise the request will be invalid.

3. On receipt of total payment, confirmation of the booking will be sent and must be presented upon arrival together with identity documents of all persons staying in the rental accommodation. It is forbidden to give this confirmation request to other people not mentioned or arrive in a higher number than that indicated on the booking confirmation.

4. Arrival times are between 16.00 and 19.00. Departures must be made before 10.00 hours.

5. On arrival the Client is obliged to pay directly to the Owner (or those acting on his behalf), a refundable damage deposit in cash of euro 300,00 for the house named "La Stalletta", euro 500,00 for the house named "Casa di Orazio and euro 1200,00 for the house named "Casa di Annadora". The deposit will be returned upon departure, less any deductions for any eventual loss or damage caused to the property and/or its contents, or cost not included in the contract (telephone, heating, linen, etc.). **The Owner will refuse to hand over the keys to Tenants who have not paid the deposit.**

6. The property is given to the Tenant in good condition, tidy and clean, completely furnished and fitted, with a fully-fitted kitchen. The Tenant undertakes responsibility to use the property with due diligence, and return the property on the expiry date agreed beforehand in the same state it was

received, tidy and clean, keeping the kitchen clean and disposing of all the rubbish. In the living room of the three properties, an inventory of the furnishings and objects contained in each of the houses is displayed. On arrival the Tenant will take note of the contents of the inventory and check that they correspond. If the Tenant does not wish to accept the state of the house (in the eventuality of serious differences between what is described or what is contained in the inventory), he must make a formal complaint immediately upon arrival to the Owner (or to the person appointed by him). In the case of the Tenant acknowledging such differences and leaving the house before having made a formal complaint or before the formal verification of the actual state of the house made by the Owner, he will lose all rights to any possible refund of the price already paid. Before departure, in the case any damage is found to the property and/or its contents, or if any of its contents and/or furnishings and fittings are missing, the damage must be paid immediately. This also applies to damage caused by carelessness, incompetence and error. In every case the Owner also reserves the right to check the state of the house and its contents thoroughly after the Tenant's departure in the case of any damage and/or missing objects not being found immediately. In the case of the Tenant leaving the property before the final acknowledgement of the state of the house and contents made by the Owner (or by the person appointed by him), the tenant will lose every right to any eventual compensation.

**7.** In the case of a cancellation of the booking by the Tenant, he has the right to a refund of the price paid subject to deduction of the following percentages:

30% of the total price if the cancellation is made 60 days or more before the start of the rental period;

60% of the total price if the cancellation is made 45 days before the start of the rental period;

100% if the cancellation is made after the 45th day prior to the start of the rental period.

The cancellation must be made in writing and sent by fax or by registered post, in the latter case the date will be attested by the postal stamp. These means of communication must be preceded, in every case, by a phone call. If the Owner is forced to cancel the booking of the house due to circumstances beyond his control or for any other reason beyond his will, the contract will be considered annulled and the Owner will refund the Tenant only the sum paid for the rent. Any other refund and/or compensation is excluded. All legal controversies will be negotiated by the exclusive authority of the Court of Lucca. The applicable law is the Italian one. The signing of the booking form and the reservation themselves imply the knowledge of the general terms of lease and the description of the house as presented on the web site [www.holidayhometuscany.net](http://www.holidayhometuscany.net) In addition, it also implies unconditional acceptance of the clauses contained in this document containing the list of general terms, as stated by art.1341 e 1342 of the codice civile. The person submitting the reservation request will be responsible for the lease.

**8.** The rates are calculated on a weekly basis, and include the rent of the property for the maximum number of people stated in the description as well as the consumption of water and gas. Bed and bath linen can be hired from an external firm (responsible for delivery and removal) at the price of euro 10,00 per person. The Owner is excluded from providing food and beverages, surveillance services, cleaning of the rooms and any other types and/or nature of services.

**9.** The Owner (as already specified in the description) does not permit animals, the presence of which will lead to the immediate cancellation of the contract, without any right to a refund.

**10.** On request the circular swimming pool (diameter 10 metres) belonging to the Owner can be used for the houses called “La Stalletta” and “Casa di Orazio” and the rectangular swimming pool (7mx14m) can be used for the house called “Casa di Annadora”. The opening period of the pool without a lifeguard is generally available from 15th May to the 15th October, and is subject to weather conditions. The period when the heating in the houses will be turned on is regulated by Italian laws.

**11.** If necessary, the Owner (or the person appointed by him) reserves the right of access to do any essential maintenance work to the properties and/or the garden and swimming pools.

**12.** The Owner will not be responsible in the case of lack of water and /or power supply, gas or other unforeseen events beyond his will or for circumstances beyond his control.

Particular notes about the contract:

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Date.....Signature.....

The undersigned declares to have examined and expressly approved according to art. 1341 and 1342 C.C. the following clauses:2 (Expiry date of the payments), 4 (Arrival and departure times), 5 (Obligation to pay a deposit and the right of the Owner to refuse entrance in the case of no deposit being paid), 6 (Obligation to examine the inventory and obligation of immediate complaint in the case of anything missing or not conforming to the written state, obligation to use due diligence, compensation of any damage caused, loss of the deposit in the case of leaving the property before the verification made by the Owner), 7 (Cancellation of the booking, renouncement to any other refund and/or compensation in the case of cancellation of a booking by the Owner due to unforeseen events and/or circumstances beyond one’s control, competent court of law and applicable law) 9 (Animals prohibited and the right of the Owner to refuse to hand over the property).

Date.....Signature.....

### **RESERVATIONS**

To book please download the Booking Form and the General Terms of Lease and send it, filled in and signed, to fax 0583 406098 or by post to: Dr. Francesca Grabau, Via di Matraia 269, 55100 San Pancrazio (Lucca), Italy.