General Resort Conditions

1. Introduction

The following general conditions constitute an integral part of the stipulated contract between clients and, the company "BLM 2.0 srl owns" Borgo le Mura ".

2. <u>Stipulations, Completion of the Contract, and Conditions of Payment.</u>

Clients are able to book reservations by telephoning the offices of the Society Borgo Le Mura or by using the on-line services available at www.borgolemura.it. Soon after clients will receive written confirmation at the stated mailing address. Within ten days clients must pay at least 30% of the required deposit with the remaining balance due as late as four weeks in advance of the contracted arrival date. The contract will be definitive upon payment of any remaining balance. Circumstances where a balance remains to be paid within fifteen days of the contracted arrival date, the reservation will be voided. Circumstances in which an unpaid reservation breaches 29 days of the contracted date of arrival, it is necessary to pay the remaining balance immediately; only in this manner will the contract be considered confirmed. After having paid any remaining balance will the client receive written confirmation and the documents stating that keys will be handed over by the responsible party. A mandatory fee for inscription of €30 (in total) will be applied to every reservation.

3. Services and Pricing

The published prices are based on a weekly stay indicated in the pricing column. The minimum stay in high season is seven (7) days with arrival and departure taking place on Saturdays. In low and medium season the stay can be for briefer periods of time. The condition remains that stays during two different seasons will be calculated being kept to the required number of days for each season. Included in the price are: energy consumption, heating bills, telephone charges and a final cleaning, minus diverse circumstances. Supplemental services like daily cleaning, further changing of the linens, etc., are available at an extra cost. Third parties often provide us with information regarding current possible services of the residence (means of transport, restaurants, stores, sports facilities, etc.); hence it is possible that the Borgo is not updated on all changing conditions. However, clients can confirm the delivery of services like gas, water and electricity. In these cases and for adverse meteorological conditions the company "BLM 2.0 srl" owns" Borgo le Mura "cannot be held responsible.

4. <u>Modifications in the Pricing and Services</u>

The relative descriptions of the apartments as well as prices are prepared with great care; however, things can be subject to change and they will be communicated at the time of the reservation and of the confirmation. One should confirm cases when the changes differ from the original contract during the completion of the contract. If a client does not agree with essential points of the contract, the client has the possibility to request a revocation, without charges within five days. The client will receive then an entire reimbursement of the paid quantity. Until 29 days before the date of departure the price of stay could be subject to necessary increases; i.e. introduction of new taxes or to the fluctuation of changes.

5. <u>Departures and Arrivals, Elongations and shorter stays</u>

The arrival must occur between 4 o'clock (16:00pm) in the afternoon and 7 o'clock (19:00pm) in the evening, and the departure before 10 o'clock in the morning (10:00am). If a client couldn't arrive within the time slot, one must contact the Society, in sufficient time, to arrange new appointment time at the client's discretion, for the appropriate number key written on the travel documents. In the case where a client cannot occupy the apartment from the reserved date or within the intended schedule due to traveling difficulty, transportation strikes, or for unseen personal reasons there cannot be a refund. The same rule pertains for anticipated departures. For prolonging a stay it is satisfactory instead to contact our office within useful time or to whomever is the responsible party for the keys.

6. Annulment of the contract on the part of the client

A client's reservation can be annulled until 43 days prior to arrival with a penalty of 30% of the paid portion; or within 42 days with a penalty of 100% of the paid portion.

7. Alternatives or annulments of the contract on the part of the the company "BLM 2.0 srl owns Borgo le Mura". The company "BLM 2.0 srl owns" Borgo le Mura" reserves the right to substitute the reserved apartment with an offer of even value or similar characteristics in the case of serious unseen events. Under the circumstance of major events (war, natural disasters, the reserved apartment catching fire, sale of the accommodations) the the company "BLM 2.0 srl owns" Borgo le Mura " can annul the existing contract reimbursing the paid portion.

8. Obligations of the Tenant

At the consigning of the keys one must furnish a safety deposit of at least \in 350 (or the corresponding national value) that must be paid in cash. A circumstance in which such payment cannot be paid the responsible party reserves the right to not consign the keys. Said deposits will be returned at the departure minus damage charges (if such damage exists) to the apartment and supplementary charges not included in the price of the stay. In the circumstance of premature departure, the responsible party is authorized to return the said deposit for the lodging (deducting the occurred damages and supplementary charges) only after having conducted a check of inventory and of the lodging.

The occupation of the apartment is limited to the number of people mentioned in the contract. The responsible party can restrict access to excess persons. The tenant is bound to occupy the apartment respecting the rules to maintain neighborly relations, with particular reference to those responsible parties that will consign the keys to the tenant upon arrival. The party responsible for the key will consign the apartment with the inventory of its contents and check the condition of the same contents upon the end of the stay.

The cleaning of the kitchenware and materials of the kitchen must me conducted by the client since it is not included in the final cleaning. It is severely prohibited to introduce furniture without the authorization of the management; move the furniture or the existing furnishings; install new furnishing (ex. Telephone, cable radio, air-conditioner, stove, etc.) to make modifications or integrations to the existing installations; hang objects (pictures, posters, etc.) with self-adhesives of any nature on the walls or furniture. The violation of just one of the aforementioned points authorizes the management to claim compensation for damages and the possible release of the tenant from the lodging.

9. Claims and Reimbursements

If at the arrival or during the stay the client has a discrepancy with a reservation we advise the client to try to resolve the problem with the party responsible for the keys of the lodging. If this person wasn't able to resolve the issue in a brief time the client can submit a written claim and bring it to the attention of the company "BLM 2.0 srl owns" Borgo le Mura " before leaving the lodging. For every contest presented after the end of the stay the client forfeits any rights to the possible claim. In every case the responsible parties are not in charge of setting possible reimbursements.

10. Responsibilities

The company "BLM 2.0 srl owns" Borgo le Mura "will not held responsible in the following situations:

- -Negligence
- -Omission of the services provided to third party providers.
- -In case of extenuating circumstances or unforeseeable occurrences, despite the diligence the Society or its representatives (for example, parties responsible for keys).
- -Robberies into the apartament

11. <u>Legal Competence</u>

The present contract will be competent in the Courts of Firenze for whichever dependent controversy. The applicable law is Italian law. The below signature of reservation implies the knowledge of these stated general conditions of the the company "BLM 2.0 srl owns" Borgo le Mura "and the Society will act to their own accordance without reserve or exception.

12. <u>Information on the processing of personal data</u>

SUBJECT: information and consent request for the purposes and for the effects of Art. 13, 23 and 26 of Legislative Decree 30.6.2003 n. 196, concerning the protection of the processing of personal data. Holiday Apartment "Borgo Le Mura" informs you according to and for the effects of art. 13 of Legislative Decree 196/2003 that:

- 1. The aforementioned Legislative Decree lays down a number of obligations under the one who carries out the "processing" (ie collection, recording, processing, storage, communication, dissemination, etc.) of personal data relating to other subjects, prescribing the duty of informing those concerned about the rights that the law recognizes to them and about the characteristics of data processing;
- 2. The processing of your personal data that will be requested and will be communicated to you will be carried out on the premises of "Borgo Le Mura" Holiday House Via Cintoia Alta 37/38 50022 in Greve in Chianti (Fi), respecting the principles of necessity with the use of procedures also computerized, for legal and fiscal obligations for the fulfillment of the contractual obligations;
- 3. The holder of the treatment is the Holiday House "Borgo Le Mura". The data controller is domiciled for the purpose of law at the head office of the same company. During such treatment, the data controller and the pertinent ones may become aware of the data that will be processed in compliance with the obligations deriving from the privacy policy and in accordance with principles of fairness;

- 4. The processing will take place with manual and automated systems capable of storing, managing and transmitting the data, with logic strictly related to the purposes of the treatment, based on the data in our possession and with your commitment to promptly notify us of any corrections, additions and / or updates;
- 5. The data may be used to send you material and / or offers from us;
- 6. By excluding communications and dissemination carried out in compliance with legal and contractual obligations, the data provided to the writer will be used solely for compliance with the law;
- 7. The nature of the contribution is to be understood strictly necessary in relation to the purpose of the above-mentioned treatments. Your contribution to these data is indispensable for the exact fulfillment of the activities listed above;
- 8. Any refusal entails the inability to properly comply with contractual and legal obligations, thereby compromising the continuation of the relationship between the parties;
- 9. You may at any time exercise your rights with respect to the data controller in accordance with art. 7 of Legislative Decree 196/03.

The full text of art. 7 of Legislative Decree 196/2003 concerning the rights of the person concerned is available on the website of the Guarantor www.garanteprivacy.it.

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