

Dear Guest,

We,

CC-Villas GbR

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abbreviated as „**CC-Villas**“ in the following text, act as mediators for the owners of selected holiday houses in Italy, Tuscany/Lazio. Despite this factual role as mediator we, in accordance with German jurisdiction, subject the contract made with you to §§ 651 ff BGB (Civil Code Germany). The following conditions of contract, as far as they are bindingly included in the contract, will become content of the contract to be concluded with you. Please read them carefully!

This translation is meant to be helpful for your understanding – in the end the legally binding one will be the original German version to be found: www.cc-villas.com/ferienhaus/vertragsbedingungen.htm



Please click **here**, if you want to go directly to number 15, Format of Booking.

Conditions of Contract

1. Conclusion of Contract

- 1.1 With sending the online booking form the client bindingly offers CC-Villas the conclusion of the contract based on the property description in the internet and all added information on the property and the location, the house rules (as far as they exist and are in hands of the client), General Description of Service as well as these Conditions of Contract. All guests must be listed in the booking format (including children, toddlers and eventual over- night visitors).
- 1.2 The contract will only and exclusively materialize and be in vigour through the written booking confirmation sent from **CC-Villas** by e-mail to the client.
- 1.3 The client making the booking will be kept responsible for all obligations of participants listed in the contract once he has accepted this obligation through explicit and specific declaration.

2. Down Payment, Payment

- 2.1 With the booking confirmation you will get a security voucher according to § 651 k, paragraph 3 BGB (German Civil Code). This will cover your payments to **CC-Villas** in accordance with the legal terms. All payments to **CC-Villas** as listed in the text that follows are only to be made once you have the security voucher in hands.
- 2.2 With the conclusion of the contract (arrival of the booking confirmation) and with the security voucher in client's hands a down payment becomes due. Unless in the individual case anything else should be noted in the booking confirmation this down payment amounts to 30% of the total price and has to be accredited to CC-Villas bank account within 2 days by credit card payment. The down payment will be set off against the total price.
- 2.3 For the down payment and the evidence it has been made the following applies:
The down payment has to be made by credit card (Visa or Master).
You mail us (SSL encrypted) your credit card data within 2 days after arrival of our e-mail with the booking confirmation. We will then immediately debit your account accordingly and will inform (e-mail) you about the successful debiting of your credit card.
You will be given the **path** for the relevant form for credit card payments with our booking confirmation. Please keep in mind the leader of the party (the one who has booked) must always be the credit card holder.
- 2.4 In case there are less than 66 days between the arrival of the email with the booking confirmation at yours and the beginning of the rental period, payment of the total price has to be made according to tick 2.5 without prior down payment. The regulations for the evidence of payments made (see tick 2.3) are applied accordingly.
- 2.5 The balance has to be credited to CC-Villas' bank account (and you have in hand the security voucher) latest 66 days before the beginning of the rental period.
- In case of credit card payment we will debit your account once the payment is due.

- 2.6 In case the down payment and/or balance payment do not arrive at CC-Villas within the fixed time frame or we were unable to debit your account in case of credit card payment, CC-Villas is authorized, after demand for payment and fixed extension, to withdraw from the contract and claim the costs for withdrawal from contract estimated at a flat rate as stated in tick 4 of these conditions of contract.
 - 2.8 Payments, including those from countries other than Germany, have to be made exclusively in EURO and in a way that they will be credited to CC-Villas' bank account in time and without any bank fees or expenses.
 - 2.9 As long as CC-Villas is ready and capable to orderly meet her contractual obligations and as long as there is no legal right for the client to retain something, there is no claim to use the property and enjoy the contractual services without full prior payment.
 - 2.10 Once full payment has been made you will get the travel documents for the property.
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3 Applicable Law, Services, Additional Agreements

- 3.1 The legal relations between you and **CC-Villas** are – in accordance with German jurisdiction – governed by the respective application of §§ 651a ff BGB reflecting the rental character of the contract.
 - 3.2 The contractual service owed by **CC-Villas** consists in the letting of the booked property in the state and with the equipment as described in our offer based on all details and descriptions in the internet or based on the description and possible limiting or added information and agreements in the contract itself.
 - 3.3 Unless **CC-Villas** has a specific responsibility to clarify, to inform or has a special duty to care, the owed services of **CC-Villas** do not include any circumstances not in direct connection with the property and the contractual services, specifically so with regard to the area surrounding the property, beach conditions and local situation.
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4 Client Withdraws from Contract

- 4.1 Before the beginning of the rental period you can withdraw from contract at any time. We do recommend, in your own interest and for the sake of later evidence and proof, to declare any withdrawal in writing to **CC-Villas**.
 - 4.2 In case of your withdrawal CC-Villas is entitled to claim flat rate withdrawal costs, **CC-Villas** taking into account saved expenses and any further renting of the property to others, usually possible. These flat rate withdrawal costs, always related to the total price and the agreed beginning of the rental period, amount to (in the absence of a different agreement in the concrete case):
 - a) until 61st day: 30%
 - b) from 60th to 46th day: 50%
 - c) from 45th to 26th day: 70%
 - d) from 25th day to beginning of the rental period 90%
 - 4.3 You retain the right to prove to **CC-Villas** that there have not been any or clearly less expenses than the before mentioned flat rate costs, in which case you would only be obliged to pay the lower costs.
 - 4.4 **CC-Villas** retains the right to claim a compensation higher than the above mentioned flat rates in the specific case which – again in the specific case - would have to be put in exact figures and proved to you.
 - 4.5 It is hereby strongly recommended to take out insurance for travel cancellation.
 - 4.6 We strongly recommend to check your abroad health insurance.
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5 Withdrawal by CC-Villa

- 5.1 **CC-Villas** can cancel the contract after beginning of the rental period should you and/or travelling partners, despite of our warning, disturb the completion of the contract in a sustained manner or in case you or your travelling partners act against the character of the contract in a way that allows for the immediate abolition of the contract. This is certainly applicable in case of intentional or grossly negligent damage to the property and its inventory or - despite our warning - in case of continued usage of the property in ways other than the contract states, specifically so using it for more people than agreed upon, and in case the house order is not respected or the domestic peace should be severely disturbed.
 - 5.2 In case **CC-Villas** cancels the contract she retains the claim for the total price; she must, however, accept compensations through saved costs and other advantages gained through another renting of the property including possible credits offered to her by the landlord.
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6 Services not enjoyed

Should you not or not completely enjoy contractual services because of late arrival and/or earlier departure in case of illness or other reasons we are not responsible for, you have no right to claim partial re-imbusement. **CC-Villas** will, however, repay you those sums she might gain from another use of the property.

7 Deposit

- 7.1 If not stated differently in the property description or the booking confirmation, a security deposit will fall due for payment upon your arrival at your holiday home; for the amount of the deposit please see property description. This deposit secures the owner's claims for extra costs and damages. Additional costs and costs for extra services, however, will **not** be set off against the deposit, but have to be paid upon arrival or have to be settled immediately after the services have been granted.
 - 7.2 The deposit has to be handed over at arrival/handing over of keys in cash (EURO) and will be handed back to you (eventual costs or damages deducted) once you leave the property and a check has been made (for which you should calculate adequate time before departure) unless a different mode has been agreed upon.
 - 7.3 In case an immediate restitution of the deposit in place should not be possible, specifically so upon the handing back of the property, the deposit will be transferred back to you immediately after your return, sums for possible costs and damages deducted.
 - 7.4 Should the amount of costs/damages exceed the deposit the owner/representative is authorized to claim the difference from you in the name of **CC-Villas**.
 - 7.5 You explicitly retain the right to protest against withhold of the deposit made in place by the owner/representative as well as against other additional costs claimed for.
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8 Specific Client's Obligations

- 8.1 The property rented by contract must only and exclusively be used by the persons stated in the contract. In case of an excess in number we are entitled to claim an adequate additional payment for the period of excess and the additional persons have to leave the property immediately.
 - 8.2 It is not allowed to put up tents or park campers etc. on the property. You oblige yourself, also for all travelling partners, to treat the property with care and inform us as soon as possible about all damages and defects during the rental period.
 - 8.3 You are kept responsible for restitution of the property orderly and tidy. Should this not be the case **CC-Villas** or her representative is authorized to deduct additional costs for the final cleaning from the deposit.
 - 8.4 You are furthermore obliged, in case of possible malfunctions, to co-operate in any reasonable way to overcome the problem and keep eventual damages as low as possible.
 - 8.5 As a matter of principle you are not authorized to adjust on your own technical installations (air conditioning, pool heating, pool pump, sprinkler system) or to interfere with their functioning in any way.
 - 8.6 Pets are only admitted if so stated in the property description; in any case this needs written confirmation from **CC-Villas**. Number, race and size must be stated with the booking. Pets must not constitute a danger for others or disturb possible other guests. In no case pets are allowed in the pool. Should other guests use the pool as well pets are not allowed at the pool. Sofas (sitting furniture) and beds (sleeping rooms) are an absolute off-limits for pets.
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9 Arrival/ Departure

- 9.1 Arrival/departure day is Saturday (unless another day is stated explicitly in the house description). Outside the season different week days can be agreed upon for some houses.
 - 9.2 Arrival time is between 16.00 and 19.00. From 16.00 onwards you are entitled to use the house, but not earlier. For the hand-over of the property the representatives are at your disposal until 19.00. After 19.00 it cannot be ensured that the property can be handed over to you. There is no right to a hand-over of the property after 19.00. Possible overnight costs would be at your own expenses.
 - 9.3 Upon your arrival passports/ID cards of all travellers have to be shown to the owner / representative.
 - 9.4 Departure time is from 08.00 to 10.00, i.e. the property is at your disposal on departure day only until 10.00.
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10 Additional Obligations for the Client, Withdrawal by the Client, Statutory Period

- 10.1 Following § 651 d paragraph 2 BGB you are obliged to immediately notify any defect to our representative in place under the address stated in the travelling documents and ask for remedy. You will only then not lose your rights if this notification you are responsible for cannot be made through no fault of your own.
 - 10.2 In case of a major defect we would be responsible for by contract, you are entitled to cancel the contract according to § 651 e BGB. This cancellation, besides the notification of the defect and the claim for remedy, calls for setting us a deadline unless such a deadline could be neglected within the regulations of § 651 e paragraph 2 sentence 2 BGB
 - 10.3 In order to avoid problems of evidence with regard to who has caused the damage and who is kept responsible, damages in the property and defects have to be notified immediately to the house administration upon arrival and also later on also in cases where you believe these damages have not been caused by you, you are not responsible for them and/or they do not have a negative impact in your view.
 - 10.4 You are obliged to notify any claims stemming from services not in conformity with the contract within one month from the agreed end of rental period with us under the above mentioned address in Germany. Thereafter claims can only be made in case you have been hampered without your fault to respect this fixed time. The legal regulations of § 651 g BGB remain unaffected by the before mentioned terms.
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11 Liability, Limitation of Liability

- 11.1 Our contractual liability for damages which are not physical damages (including damages from violation of contractual obligations before, in addition to or after completion of the contract) is limited to the triple of the total price as far as a damage concerning you or your travelling partners has not been caused by us acting deliberately or grossly negligently or as far as we are responsible for a damage to you or your travelling partners solely through fault of one of those who have to ensure the services.
 - 11.2 We do not have any liability for any service disturbance from a third party that is not directly linked with the property and the services incorporated in the contract, as well as for damages that result for you and your travelling partners from incorrect use or use not reflecting the regulations for the property or its installations, unless we could be blamed for culpable neglect of duties of providing information, guidance or duty to take care.
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12 Passport and Health Regulations

For German citizens the valid passport or ID-card is sufficient. Information on regulations for non German clients are available at their home country's Embassy or any Italian consulate.

13 Statutory period of limitation, Ban of transferring

- 13.1 Claims of the traveller towards **CC-Villas**, regardless for what reason (except claims of the traveller out of illegal act) become statute-barred one year after the end of the rental period foreseen in the contract. Are there negotiations going on between the traveller and **CC-Villas** about claims made or reasons causing these claims, the period of limitation is interrupted until the traveller or **CC-Villas** refutes to continue negotiations. The before mentioned statutory period of limitation of one year will not end earlier than three months after the end of any interruption.
 - 13.2 The transfer of any claims you or your travelling partners might have in connection with the contract and its execution, for what reason so-ever, to third persons, including spouses, is banned. It is also excluded to forward these claims in court in one's own name.
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14 Choice of Law and Court of Jurisdiction

- 14.1 For the entire legal and contractual relation between the client and **CC-Villas** only and exclusively German law will be applicable.
- 14.2 As far as in a case a client institutes legal proceedings against **CC-Villas** abroad because of the travel agency' liability non- German law should be applied in principle, there will be exclusive application of German law for the legal consequences, specifically .
- 14.3 The client can institute legal actions against **CC-Villas** exclusively at her seat.
- 14.4 For the institution of legal actions from **CC-Villas** against the client the client's domicile is decisive. For the institution of legal action against clients or partners within the travelling contract that are merchants, juristic persons of public or civil law, or persons that have their regular domicile abroad or whose domicile or regular place of residence is unknown at the

moment of institution of legal action, the seat of **CC-Villas** is agreed upon as Court of Jurisdiction.

14.5 The before mentioned regulations are not valid

- a) in case and as far stringent international agreements that cannot be altered through contract but are applicable to the travel contract between client and **CC-Villas** would lead to a solution in favour of the client or
- b) in case and as far essential regulations applicable to the travel contract within the EU member state the client belongs to are more favourable for the client than the above mentioned regulations or the respective German regulations.

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