

TERMS AND CONDITIONS POCIARELLO VECCHIO

1. Applicability of the Terms

- 1.1 These terms apply to all obligations and legal relationships, however named, between the owner of Pociarello Vecchio in Umbria, Italy (hereinafter referred to as the "Lessor") and the lessee of Pociarello Vecchio (hereinafter referred to as the "Lessee") based on which the Lessor rents and/or otherwise makes Pociarello Vecchio available to the Lessee from the moment the Lessee requests an offer from the Lessor or the Lessor makes an offer, whether requested or not.
- 1.2 The Lessee can never invoke deviating terms, customs, or practices.
- 1.3 These terms and conditions always take precedence over any conflicting terms or provisions from the buyer or third parties.
- 1.4 If any provision of these terms is null or void, the remaining provisions shall remain in full force and effect, and the Lessor and Lessee shall enter into consultations to agree on new provisions to replace the null or void provisions, ensuring that the purpose and intent of the null or void provisions are considered as much as possible.

2. Formation of the Agreement

- 2.1 The agreement is formed by the acceptance by the Lessee of the Lessor's offer. The moment when the Lessee communicates the necessary reservation details to the Lessor in writing, personally, or by telephone is considered the moment of acceptance.
- 2.2 The Lessee who enters into an agreement on behalf of or for others is jointly and severally liable to the Lessor for all obligations arising from the relevant agreement.
- 2.3 The reservation confirmation will state the Lessee's name and contact details, as well as the number of persons who will be staying in the rented accommodation.
- 2.4 If the confirmation contains inaccuracies, the Lessee must notify the Lessor within two working days of receiving the reservation confirmation.
- 2.5 The Lessor, on behalf of the lessor, is entitled to refuse a booking due to the (youthful) age and size of a group of Lessees.
- 2.6 Right of Withdrawal: The Lessor points out that reservations you make are legally binding. The right of withdrawal does not apply.

3. Payment by Lessee

- 3.1 The deposit is a percentage of the total rental amount (the percentage is stated in the reservation confirmation) and must be received by the Lessor within 7 days of the date of the reservation confirmation.
- 3.2 The remaining rental amount must be received by the Lessor no later than 6 weeks before the start of the rental period. If payment is not made on time, the Lessee is in default. The Lessor will notify the Lessee in writing by email, and the Lessee will then have the opportunity to pay the outstanding amount within 2 days. If payment is still not made, the agreement is considered canceled on the day of default.
- 3.3 If the reservation is made within 6 weeks of the start of the rental period, the entire rental amount must be paid immediately. The total rental amount must be received by the Lessor within 3 days of the date of the reservation confirmation.
- 3.4 If payment is not made, the agreement is considered canceled on the day of default.

4. Cancellation, Modification, and Substitution by the Lessee

- 4.1 Cancellations must be reported to the Lessor by telephone and confirmed simultaneously by email (info@huisinumbrie.nl), including the reservation confirmation.
- 4.2 Upon receipt of the cancellation, the Lessor will send a cancellation confirmation.
- 4.3 In all cases, the Lessee is liable for the full rental amount in the event of a cancellation within 42 days before the start of the rental period, even if it has not yet been paid.
- 4.4 If the Lessee changes the reservation after two working days from the date of the reservation confirmation, the Lessee shall owe the Lessor €25 per change at the Lessor's request.

5. Cancellation or Modification by the Lessor

- 5.1 The Lessor reserves the right to cancel or modify the rented accommodation for compelling reasons. Compelling reasons are circumstances of such a nature that further adherence to the agreement by the Lessor cannot reasonably be required.
- 5.2 In the event of cancellation by the Lessor as referred to in Article 5.1, the Lessor will refund the paid portion of the rental amount to the Lessee.
- 5.3 If the cause of the cancellation or modification is attributable to the Lessee, the resulting damages and costs will be borne by the Lessee.

6. Liability and Force Majeure

- 6.1 The Lessor is not liable for loss, theft, injury, or any other damage to the Lessee concerning the performance of the rental agreement and the use of Pociarello Vecchio.
- 6.2 The Lessee must arrange adequate insurance to fully cover loss, theft, injury, or any other damage concerning the performance of the rental agreement and the use of Pociarello Vecchio for the Lessee, the Lessor, and/or third parties.
- 6.3 Unless in the case of intent by the Lessor, the Lessor is not liable to the Lessee for damages and/or shortcomings regarding the performance of the agreement (also by any third parties).

- 6.4 Damages and/or shortcomings regarding the performance of the agreement must be reported by the Lessee immediately on-site to the accommodation manager or the Lessor, to enable the manager or Lessor to find a reasonable solution on-site as soon as possible.
- 6.5 Shortcomings that cannot be resolved immediately or within the rental period must be reported to the Lessor in writing without delay.
7. Liability of Lessee(s)
The Lessee is liable to the Lessor for all loss and/or damage that the Lessor incurs if this damage was caused by actions or omissions of the Lessee and/or co-tenants and/or by one or more third parties who are in Pociarello Vecchio due to the Lessee's actions, or by any animal or item under the Lessee's control.
8. Final Provisions
 - 8.1 The number of persons staying in Pociarello Vecchio may not exceed the number for which the reservation was made and as stated in the reservation confirmation.
 - 8.2 The Lessee is not permitted to sublet the accommodation or otherwise hand it over or make it available to third parties.
 - 8.3 All offers made by the Lessor on the internet, in brochures, advertisements, or other publications are non-binding and may be withdrawn.
 - 8.4 Obvious errors and mistakes in the Lessor's publications are not binding on the Lessor.
 - 8.5 All offers, agreements, and their execution, to which these rental conditions fully or partially relate, are exclusively subject to Dutch law.
 - 8.6 The terms and conditions in the reservation confirmation received by the Lessee are binding, even if they differ from the Lessor's terms.