



## GENERAL CONDITION

### 1. Previous.

In these "General Rental Conditions" we mean:

- for "Universo Agency" the company Universo Vacanze Srls, which carries out its own property leasing and subletting of tourist properties;
- for "Customer", the person making the reservation and using the services and properties offered for rent by the real estate agency Agenzia Universo Vacanze Srls;
- for "Offer" the communication of housing availability at the Customer's request to rent an apartment, for a certain period of time;
- for "Contract Proposal" the communication by the Universo Agency, following the receipt of the Offer, of availability of an apartment to the Customer, containing the detail of the availability of the accommodation chosen by the Customer and the invitation to send the deposit;
- for "Confirmation Letter" the communication by the Universo Agency confirming receipt of the deposit and finalizing the Lease;
- for "Lease" the contract that is concluded between the Universo Agency and the customer;
- for "General Contract Conditions" the conditions and rules to which the Lease is subject

### 2) RESERVATION

The reservation is considered to be fully confirmed upon receipt of the "Confirmation Letter". The Agency will only send this letter once it has received the down payment, the completed list of guests and the acceptance of the signed rental proposal.

**The fee is inclusive** of the rent, water, gas, use of the swimming pool where existing, sanitation of the premises, a parking space, ordinary property management, unless otherwise agreed in writing in the contract agreed between Universo Agency and the lessor / sub-lessor.

**The fee does not include** electricity\*, tourist tax (calculated according to the rates established by the Municipality) linen, beach service, sanitizing the accommodation with ozone system, final cleaning, and stamp duty € 2.00 **to be placed on your contract copy to load and care.**

\*The cost of electricity will be counted at departure based on the use of KWh detected at your care by the appropriate counter installed in the apartment. The charge will be based on the cost provided by the energy operator during the rented period.

### 3) DOWN PAYMENT / FULL BALANCE

The down payment amount is indicated in the "Contract Proposal" and must be paid by the deadline stated therein. The down payment can be made by bank transfer or by credit card. We kindly request that you indicate the "Contract Proposal" reference number and the name of the person making the booking in the payment description. The Agency reserves the right to refuse any down payments made after the stated deadline.

In compliance with the national anti-contagion regulations Covid-19, the agency will send the customer the balance of the booking so that the customer can pay it by bank transfer and send the payment receipt to the agency no later than four days before the arrival.

Account holder: Agenzia Universo Vacanze Srls : IBAN: IT 52 N 08356 36090 000000056437 - BIC: ICRAITRR9W0

### 4) CANCELLATION

The Customer undertakes to promptly notify the Agency should they be unable to attend the holiday and if the reservation therefore needs to be cancelled;

a. if the holiday is cancelled "for just cause" at least 5 weeks before the beginning of the stay, the Customer will receive a voucher equal to the value of the down payment. This voucher may be used for another reservation in one of our facilities during the same year or during the following year.

The voucher cannot be combined with other offers and may not be usable in all our facilities.

b. if the holiday is cancelled "for just cause" less than 5 weeks before the beginning of the stay, then, the down payment will be lost, without any further charges;

c. if the Customer does not turn up on the first day of the stay (NO SHOW) or has cancelled without "just cause", wi-

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thout having provided prior written notice to that effect (by mail to [centro@agenziauniverso.it](mailto:centro@agenziauniverso.it) or by fax to 0039.0421.66049), then the Customer undertakes to pay the balance for the days when the accommodation subsequently remains vacant.

Please be informed that it is possible to take out online insurance to cover any cancellations or holidays being cut short. Health, accident and third party liability insurance etc. is available too. For further information, we recommend you to see our website in which you find the space reserved for our insurance partner Allianz Assistance.

#### **5) ARRIVAL / LATE ARRIVAL / FAILURE TO ARRIVE / EARLY DEPARTURE**

The accommodation will be ready on the agreed arrival date, between 4pm and 7pm. The reception of the guest by the staff will take place in compliance with the anti-contagion legislation Covid-19 and with the company protocol, which provides for acceptance with verification of the personal identity of the owner of the lease agreement and copy of payment of balance made by bank transfer. With the delivery of the keys, the holder of the contract becomes the custodian of the accommodation for tourist use and for residential use and also for the goods it contains.

The Agency reserves the right to hand over the keys to the apartment before this time to anyone who may request this, but only under the following conditions, which the Customer expressly declares that he/she accepts:

- a.the apartment will be handed over in the same condition that the previous customer left it in;
- b.it will not be possible to make any complaints about the cleanliness of the apartment;
- c.upon departure, the apartment must nonetheless be left in a perfectly clean state.

In some facilities, it is possible to request, some days before arrival, an CHECK-IN PLUS service from the Agency (Euro 30.00), which guarantees that the apartment will be ready by 12-midday. If the Customer is coming late, they are kindly requested to notify the Agency, otherwise the apartment will be kept free until 10am the following day, after which time the Agency will have the right to rent it to somebody else, with the consequences referred to by point 4, letter c. Should the Customer decide to arrive later or to leave early the agreed date, they will be under the obligation to pay the full balance in advance and they will not have the right to any rent reductions.

#### **6) HOUSE RULES**

- a.It is forbidden to host more people than the number indicated in the "Confirmation Letter". In this regard, children are counted as adults. The Agency, at its sole discretion, may authorise the presence of one additional person. In this case, a surcharge will apply.
- b.Guests are under the obligation to follow the house rules and must ensure that they respect the hours of rest in the afternoon and at night (generally: 1.30pm - 3.30pm / 10pm-8.30am).
- c.Guests are committed to taking the utmost care of the apartment and its equipment. The customer must pay for any damages.
- d.Complaints regarding the state of the apartment will only be accepted if they are made on the day of arrival. Complaints regarding the apartment's equipment and accessories will be accepted up to 24 hours after arrival.
- e.Customers may bring their pets only if they requested to do so when making their booking and only if they received our prior authorisation, taking into consideration the rules of each apartment and depending on the wishes of the individual apartment owner. A surcharge will apply for pets. In any case, it is strictly forbidden to leave animals alone inside the apartment.
- f.It is forbidden for Customers to use their own heaters, stoves, air conditioning units or any other energy-consuming appliances or accessories. The Agency reserves the right to enter the apartments even when the guests are not present in order to check that these regulations are being followed and for any maintenance work. Should the Agency discover a serious failure to respect the regulations, the rent contract will be considered automatically terminated with immediate effect.

#### **7) APARTMENT FACILITIES**

Apartments are furnished and are equipped with a gas powered kitchen, refrigerator, kitchen accessories (plates, cutlery, glasses and pans, with the exception of non-stick pans) and a bed cover and cushion for each bed. The Customer must bring their own table linen, towels and bed sheets. Upon request, it is possible to buy disposable bed sheets on spot. Mattress covers and cushion covers may not be used as bed linen. If they are returned dirty, laundry charges will be applied. In most facilities, gas is supplied through gas cylinders. When the cylinder runs out, it will be promptly replaced during the following working hours: 9.00 – 12.15 / 15.00 – 19.00 (summer season)

The properties for renting are class G certified (greater than 160 Kwh/mq.per year)



## 8) DEPOSIT

The customer undertakes to leave the apartments in perfect order. To guarantee the punctual compliance with all the behavioral and maintenance rules and the correct use of the apartments and rooms, the Universo Agency, and in its discretion, may request the Customer at the time of balance a deposit of € 150.00 per apartment and in the case of the presence of animals or groups of young people, it can be increased from € 200.00 to € 500.00.

After checking the good condition of the apartment, the deposit paid will be returned in cash at the office or by bank transfer in case of departure when the office is closed in the account number of the reservation holder.

The deposit can be partially or totally not refunded if the accommodation is not in order.

The customer immediately accepts the control made by the staff.

## 9) LOCAL TOURIST TAX

The Municipality of Eraclea with Resolution no. 6 of 15.02.2013 and the Municipality of Caorle with Resolution no. 39 of 22.02.2013, have introduced the Tourist Tax, a mandatory tax paid by non-residents, which must be paid by customers by the balance (€ 0,60 per person per day, the tourist tax must be paid from 6 years old).

## 10) DEPARTURE

The day of departure at the agreed time (within 10 am) with a tolerance of 20/30 minutes before or after, the operator of the agency will check the apartment. The customer must show the deposit receipt, in which the operator will report any deficiencies and the condition of the apartment. At the end of compilation, the operator and the guest will sign the receipt. The cleaning includes the differentiated disposal of waste, clean and tidy rooms and furniture, clean and degreased stove, washed dishes, clean and defrosted refrigerator and oven cleaning. The guest with the deposit receipt must go to the Agency, where he will be returned the deposit paid net of any deductions founded during the check. Even if, the Customer has requested and paid for the final cleaning service, he has to return the apartment free of rubbish with the refrigerator and kitchenette clean, dishes and pans completely clean and placed in their cupboards. At the discretion of the Agency, departures may be authorised outside office hours but, in this case, the Agency reserves the right to refund the deposit by bank transfer by debiting the relative cost. If the day of departure, after the check, the apartment will be dirty and untidy, the cost of cleaning will be charged as per pricelist. In the case that pans, crockery or dustbin are dirty Euro 20,00 will be charged; for no – dispose waste Euro 5,00; for uncleaned refrigerator Euro 15,00. If hair, excrement or any holes are found in apartments and/or gardens where animals have been kept, then a sum of Euro 100.00 will be charged only for this reason. Under no circumstances will the keys be given back for the apartment.

## 11) THE AGENCY'S RESPONSIBILITIES

The Agency cannot be held responsible for any breakages, accidents, losses, thefts, delays or other inconveniences which may occur in the apartment, as its role is merely that of intermediary between the apartment owner and the Customer. The Agency will nonetheless provide its help to resolve any problems that may arise. Any proven requests for compensation must be presented on the spot in writing. If the air-conditioning does not work properly, the Agency will provide a portable unit until repair work is completed, or 5% of the daily rent will be refunded for the days when the air conditioning was out of order. The customer authorizes the Agency through its collaborators and / or agents to enter the accommodation for reasons of repair, replacement and / or integration of the equipment.

In compliance with the guidelines established by the anti-contagion protocol Covid-19, if there are customers in the apartment they must leave temporarily so that the maintainer can work in total safety.

For any disputes, the court of Venice will have sole jurisdiction.

## 12) SPECIFIC REGULATIONS

a. In the case of unforeseen circumstances, the Agency reserves the right to replace the allocated apartment with another one with the same characteristics.

b. The Agency will take into consideration any specific apartment requests (number, floor, orientation, view, etc.), but can nonetheless provide any relative guarantees.

c. The images of furnishings included in the catalogue and on the website are to be considered "typical" and will not necessarily be the same for all accommodation.

d. The prices agreed in writing between the Universo Agency and the guest are binding for the parties, unless if there are errors due to transcription and / or incorrect calculation of economic evaluation and / or incorrect computerized typing and / or error due to management program in service at the Universo Vacanze Srls agency.

e. Any taxes imposed by the Municipal Authorities (please see Tourist Tax) are not included in the price and must be

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paid by bank transfer.

f.WI-FI - This service is provided free of charge in the facilities marked with the specific logo, and may be available in the apartment or only in the communal areas (such as the swimming pool, etc.). Upon arrival, Customers will be provided with 1 free password for each apartment. Should this service become unavailable, or if it doesn't work properly, the Agency will contact the service provider as a matter of urgency. However, no requests for compensation may be made. We inform our customers that the free Wi-Fi service is available in Eraclea Mare on via Dancalia (main street).

g.SAT TV - The 'Sat TV' logo means that a satellite system is installed, allowing Customers to watch a number of pre-set foreign channels that cannot be altered. TV - The TV signal in Eraclea is often weak, especially in the pinewood buildings (it is possible that the accommodation does not have a TV like bungalows). It is therefore only possible to watch a limited number of channels. Each building's administrator is responsible for the TV antennas and, therefore, the Agency cannot intervene unless it does so on their behalf. Therefore, claims for compensation cannot be attributed to the Agency if the TV reception is found to be poor.

h.SWIMMING POOL - The opening of the swimming pools in Eraclea Mare are ordered by the condominium administrator, therefore the Universo Agency guarantees their opening only and exclusively in the periods, at the times and in the way established by the respective Condominiums.

### **13) ACCEPTANCE**

Due to current legislation and the Covid-19 corporate anti-contagion protocol, it is allowed to access to the agency maximum 1 (one) person for each accommodation booked with the administrative documents proving the balance by bank transfer and the identification document of the person holding the reservation and of the head of the family and / or group leader for the purpose of recognition.

CHECK-IN PLUS . In addition to the usual Check-In, it is also possible to request the CHECK-IN PLUS service with priority entrance which can be used ONLY by those who: 1.They have received authorization from the agency 2. They have paid for the requested service 3. They have filled out the online Customer Registration / List of Guests form.

According to art. 13 of D.L. 30/6/03 No. 196 states that the data provided to the agency will be used for sending the catalog and for the purpose of booking and notification of the persons accommodated to the competent authorities.

**Upon confirming the booking, the guest accepts all the above mentioned conditions.**