

General and contractual conditions of mediation

The Real Estate Agency MC di Mario Marcello Cicuto & C. SRL acts as an intermediary between the owner of the property and the tenant, therefore it is between these parties that the lease takes place.

Under these "General rental conditions" we mean:

- for "Agency" or "Lessor" the Real Estate Agency MC di Mario Marcello Cicuto & C. SRL;
- for "Client" or "Tenant" the person who makes the reservation and uses the services and properties;
- for "Offer" the proposal, following a customer's request, which contains our best offers at the time of sending;
- for "Reservation" the communication from the agency to have reserved the requested type of accommodation for the client. For the reservation the payment of a deposit equal to 30% of the total rental amount is requested and it is understood that the general conditions have been read and accepted;
- for "Confirmation Letter" the communication from the agency confirming that the deposit has been received;
- for "Lease" the contract between the agency and the customer;
- for "General Terms and Conditions" the following conditions and rules, to which the Lease is subject;

RESERVATION:

Reservations can be made through our website, from the offer, by email, telephone or directly at our office. Customers must communicate their full data (name, surname, address, email, phone number and tax code). It is not possible to make multiple bookings under the same name for the same period. The contract is tied to the actual tenant, who must be of age. The transfer of the contract to third parties requires an explicit written confirmation from the agency.

In the periods of medium and high season, reservations are only accepted for a minimum of 7 nights, with arrival and departure on Saturday; in the remaining periods it is possible to stay for a minimum of 3 nights. With the reservation it is understood that all the conditions indicated here are accepted.

PAYMENT:

The reservation is considered valid and confirmed only after the receipt of the deposit, equal to 30% of the total amount of the rent (tourist tax excluded). This amount can be paid in cash, per bank transfer or credit card (Visa/Mastercard/Maestro), respecting the deadline indicated in the booking. In the case of a bank transfer, the booking number must always be indicated as the reason and, if the transfer is issued from a bank account under a different name than the one indicated on the reservation, the name and surname of the booking must also be indicated. If the agency will not receive the payment within the deadline, the reservation will be automatically canceled.

For "last-minute" bookings (made within 7 days prior to the arrival date) the deposit will also be requested and must be paid by fast bank transfer (visible within 24 hours) or by credit card (by filling out and signing the form that will be sent to you).

The customer is required to send per email a copy of the payment of the deposit. The amount of the deposit will be deducted from the total only upon receipt and you will receive the Confirmation Letter. The balance of the rent, together with additional expenses, will be paid upon arrival by credit card or cash (only if the total amounts to less than Euro 5.000,00).

CUSTOMER CANCELLATION AND WITHDRAWAL:

The cancellation must always be communicated by email to our office at info@agenziamc.com. If it's communicated more than 30 days prior to the arrival date, the amount of the deposit will be kept valid for a new booking to be made during the current or the next season, therefore the deposits are never returned. The deposit is to be considered lost if the reservation is canceled after these terms, except for cases of illness/ bereavement (which must be proven by a certificate). For these cases, the agency reserves itself the right to evaluate every single case.

If the customer decides to depart the apartment before the end date agreed in the lease, the agency will not return the rent for the remaining days and the already paid expenses.

AGENCY WITHDRAWAL:

The Agency may withdraw from the lease at any time, even if the rent had already been paid, if it becomes impossible to comply with the contract itself (i.g.: sale of the property, reservation for the owner, damage to the property).

The agency can also withdraw at any time, in the following instances:

- the customer constantly disturbs, despite warnings.
- the customer does not respect the rules and the contract.
- the customer does not pay rent.

PRICE:

The rental price includes electricity, hot/cold water, gas, air conditioning/heating where present, condominium fees and waste fees (charged to the owner), agency fees and ancillary services, charged directly to the tenant. Only for the apartments located in Bibione Spiaggia, Lido dei Pini and Lido del Sole a beach place (a sunshade, a sunchair and a sunbed, regardless of the occupation of the apartment) is included in price. It applies to a beach place from the 4th row, and it is scheduled from the day of arrival to the day before departure. The beach service is provided through a voucher, with which the guest can proceed to book the beach place at any beach office of the Bibione Spiaggia. The choice of location varies depending on the availability of the company managing the service. Surcharges for the 1st, 2nd and 3rd row, for a sunshade closer to the isle and for extra sunbeds have to be paid at the cashier on the beach. It is also possible to book the beach place online according to the methods indicated on the agency's website. This service is not guaranteed in the low season.

The free promotional beach service is not provided for accommodations in Bibione Pineda. This can be requested as an extra paid service. In the Pinedo, Shany, Kokeshy and Seven areas the service is guaranteed from mid-May to mid-September. By requesting the extra beach service, you can use a voucher valid at these offices for a beach place (a sunshade, a sunbed and a sunchair) from the fourth row.

The prices indicated in the contract do not include the final cleaning, which can be done directly by the customer or can be bought as an extra service (the price depends on the type of apartment), and an additional supplement for the kitchenette will be charged. Any other costs are indicated on the catalog page dedicated to additional costs.

TOURIST TAX:

The tourist tax (tourist movement tax of the holiday location or state tax) is calculated separately from the rental price. It depends on the regulations given by the Municipality of San Michele al Tagliamento, on the age of the tenant and of the occupants of the accommodation. It is paid on arrival and amounts to 1,15 euros per person per day, unless there are any changes by the Municipality.

SECURITY DEPOSIT:

Where applicable, at the time of final payment the Agency will require a security deposit (damage deposit) with a minimum amount of €100.00, which may vary depending on the type of accommodation. The deposit is guaranteed by a pre-authorization on a Visa, Mastercard, or MyBank credit card: the amount will not be charged but only blocked as a guarantee, and it will be charged exclusively in the event of damages, breakages, or other costs attributable to the Customer. In the absence of any disputes, the pre-authorization will be cancelled.

After the return of the keys, the condition of the apartment will be checked; if the deposit has been paid in cash, in the case of night-time or out-of-hours departures the customer must send their bank details by email. The deposit will be refunded within 15 days from departure by bank transfer, net of any charges.

Any refunds will be made through the same channel or payment circuit used for the initial payment.

ARRIVAL:

Apartments and parking spaces are guaranteed available from 17:00 to 19:00.

Arrivals and departures take place at our headquarters in Corso del Sole 43 30020 Bibione (VE).

To facilitate the bureaucratic aspect, you are asked to fill out online the public safety card via a link, which you will be sent you per email.

Otherwise we kindly ask you to fill out this paper form with the details of the occupants and to sign it while waiting for your turn in our office. At check-in you will receive the contract and sign it, you will also be required to pay the final balance.

In order to respect privacy and above all the safety regulations, only one person per family can access our offices. While waiting for your turn, you are required to wait outside the agency and therefore not to stop inside. In case of delay, the customer must promptly notify the Agency, so that we can provide all the information for the keys pick up.

NO ARRIVAL AND EARLY DEPARTURE:

The tenant who does not occupy the apartment by 12:00 on the day following the agreed arrival (without notifying of their delay) is intended as a renouncer and the Agency may further rent the apartment to third parties. In this case the deposit will be considered lost and cannot be used for a subsequent stay. In the event of late arrival or early departure, the full payment will still be required for the entire period, as agreed on the booking.

DEPARTURE:

Apartments and parking spaces must be left no later than 09:00 on the day of departure. In case of departure outside of the office opening hours, the customer can leave the keys in the mailbox outside the office, by prior arrangement. For apartments with deposit, the customer must strictly follow the instructions provided in the "Deposit" section above.

RULES OF STAY:

It is strictly forbidden to exceed the number of people allowed in the apartment by law. Babies and children are counted as adults. Any change in the number of people occupying the property must be agreed in advance with the Agency. The landlord can immediately recede from the contract, without any reimbursement of the rent, due to the violation of the lease agreement.

Pets (small/medium-sized) are welcome only and exclusively with the authorization of the agency, also taking into consideration the rules of each building. In this case, the security deposit of a minimum amount of € 100.00 will be paid in cash upon arrival; the payment of a supplement will also be required, which will depend on the type of apartment reserved. Anyway, the apartment must be returned clean and tidy, otherwise the cost of final cleaning will be charged. Should the Agency find out about the presence of animals in apartments in which they are not allowed or without pre-agreement, it will be able to instantly terminate the rental commitment without any reimbursement.

Guests undertake to take the utmost care of the apartment (walls, floors, etc.), of the household equipment (dishes, refrigerator, stove, etc.) and of the furnishings (furniture, beds, tables, etc.).

The customer is required to respect the regulations of each facility and in particular the rest time established between 13:00 and 16:00 and between 22:00 and 08:00. Please also beware of the closing time of the swimming pools (from 13:00 to 16:00 and from 20:00 to 09:00). The use of the swimming pools is not guaranteed during the low season (May and September). We recommend that you get more precise information at our offices.

It is absolutely forbidden to make loud noises, wear clogs in the apartment and on the stairs, move furniture and slam doors, or throw bulky objects into drains or sinks.

It is strictly forbidden to use your own stoves or air conditioning systems. Smoking is strictly prohibited inside the apartment. It is forbidden to keep doors and windows open while the air conditioner is running (where present). In case of bad weather, please close all the doors and windows of the apartments (especially in the attic rooms), the awnings and collect the garden set (if present). Any damage occurring due to non-compliance to these indications will be charged to the customer.

The Agency staff can enter the housing units for any repairs, maintenances or checks without notice, even in the absence of the customer. Should serious non-compliances emerge from the inspection, the Agency may order the immediate release of the premises using, if necessary, the public force, as well as claim the payment of the agreed fee remaining. The Agency also reserves itself any right to claim compensation for any damages.

CLEANING OF THE APARTMENT:

The apartment is delivered to the customer clean and must be left clean at the time of departure. Final cleaning is responsibility of the customer. He must leave the apartment tidy, free of waste, with the internal and external shelves clean, the dishes washed and the refrigerator empty. Detergents and toilet paper are not available in the apartments. Upon request and for an extra fee (which depends on the type of apartment), the final cleaning can be done by the staff of the Agency. In any case, the customer will have to clean the kitchenette (if the kitchenette cleaning hasn't been bought as an extra service) and the dishes, remove waste and clean the fridge. Any complaints for inadequate cleaning upon arrival must be promptly reported within 1 hour from the keys pick up (considering our office opening times). The agency will check and rearrange the apartment compatibly with the presence of its staff on site. No reimbursement and rearrangement will be made in case of late communication (as explained in the above terms) or cleaning carried out directly by the customer.

GENERAL INDICATIONS:

All apartments are equipped with the essentials, gas stove or cooker, fridge, kitchen utensils (pots, plates, glasses, dishes), hot/cold running water, 220 Volt electricity. As for TV channels, not all channels are guaranteed, especially foreign ones. The availability of hot water in the shower depends on the water heater, if the distribution of hot water takes place through it. In this case it will be necessary to make sure upon arrival that the switch/plug is correctly connected. It is not guaranteed that inside there are chairs and garden table adequate in number to the occupants of the apartment.

The electric power in the apartments is 1.5-3.0 KW: before using any household appliance (hairdryer, iron, microwave, etc.) disconnect the boiler switch. In case of suspension of the power supply, please look for the electric meter to be restarted, which, in most cases, is located on the ground floor of the same building. Customers are also requested to make sure that the fridge thermostat is between the number 2° or 3°, to allow its best functioning.

The supply of gas takes place by means of a gas tank, upon depletion of which it will be sufficient to notify the Agency, which will promptly contact the company authorized to replace it (external company). During high season the service is usually available from 09.00 to 12.30 and from 16.00 to 19.00, if not otherwise indicated. Following the communication, the tenant is asked to wait in the apartment for the arrival of the staff. No refunds will be issued for inconveniences due to failure to supply the new tank when requested outside of the times and days indicated.

A blanket and a pillow are made available for each bed. The apartments are not equipped with table linens, tea towels, cleaning rags, bed linens and towels. If the customer does not have bed linens/towels, these can be rented through the Agency (the prices are indicated on the relative section). The mattress covers and pillow covers cannot be used as bed linens. For the protection of bunk beds, an explicit request must be made to the Agency; otherwise, we decline all responsibility.

Usually there is just one parking space for each apartment and the car must be parked only in the assigned place. An eventual second car can be parked near the house in compliance with the street regulations. The parking spaces and garages have been designed to park normal cars and the possibility of parking for minivans, off-road vehicles and special vans is not guaranteed: if the customer has these types of cars, he will have to look for alternative solutions at his own care and expense, as it is absolutely forbidden to clutter up other assigned parking spaces. The Agency is not liable in the event of any fines and does not make any refunds if fee parking spaces are used.

It is advisable not to leave valuables in the apartment as the properties are not insured for theft or damages. If outside the structure that hosts you there are bins for the separate collection of waste (wet, dry, non-recyclable, paper, glass-plastic), please carefully observe the division of waste. The distances from the accommodation to the sea / center are estimated as the crow flies by the agency and are purely indicative.

In the event of unforeseen events in the allocation of the booked apartment, the Agency reserves the right to replace it with one with similar or superior characteristics, without additional costs for the customer, where possible. The request for a particular apartment (number, floor, view, etc.) is taken into consideration by the Agency, which however does not provide the relative guarantee. The photographs of the apartments reproduced in the catalog and on the website are indicative. Each accommodation has its own characteristics and therefore may differ slightly from the photos. All data in the catalog has been checked; nevertheless, any printing errors must be taken into account. Apartments all equipped with APE (Energy Performance Certificate) available for viewing by the customer at the headquarters of the Agency.

RESPONSIBILITY:

The customer undertakes to report faults and breakages to the agency by 12:00 of the day after arrival, otherwise he will be held directly responsible for them.

The Agency is not responsible nor liable for any compensation in the event of accidents, breakdowns and breakages, thefts, malfunctions of the air conditioning system and condominium systems such as lifts, centralized and satellite antennas, digital TV decoders and satellite, various automations and even if the parking space reserved for the apartment is unduly occupied by third parties. The Agency, however, does provide its services to help solve any problems, it being understood that emergencies are assessed by the staff in charge. Any claims for damages must be agreed directly on site. The apartments are not covered by theft/fire insurance, therefore the customer will take care, during the stay, not to leave any valuables inside the rented apartment and not to leave any personal electrical appliance connected to the power outlet. For any legal disputes the only competent court is that of Venice.

Date _____
Signature _____