

## **TERMS AND CONDITIONS OF BOOKING:**

### **Introduction**

Welcome to Richard's Apartments for a pleasant stay in our apartments, we invite you to review our Terms and Conditions. We are Stefania and Vincenzo, private hosts managing vacation apartments in the city of Milan. Vincenzo Salvatore Porcelli C.F. PRC VCN 80R07 Z112J domiciled for the office at Piazza XXV Aprile No. 12 – 20124 Milan (MI) – pec: vincenzosalvatore.porcelli@geopec.it – SUAP protocol: 27062024-0937 – registration number: 015146-LNI-00870.

Our terms and conditions (T&C) are designed to make our customers' experience pleasant and peaceful. When the Guest books one of our apartments, they enter into a contract with us. These T&C are an integral part of that contract and outline your rights and obligations.

These T&C and the contract constitute the full and complete expression of the agreement between the Guest and Host and replace all previous agreements, commitments, statements, or agreements, whether written or oral, that may have occurred between the two parties.

By booking an apartment through our website [www.richardsmilano.it](http://www.richardsmilano.it), the Guest automatically agrees to abide by the T&C. They apply to all our services and are incorporated into the contract without the need for written transcription.

These T&C also apply to bookings made through web portals and online travel agencies. However, it should be noted that the travel agency may have additional conditions for the booking. We wish you a pleasant stay at our facilities.

### **Apartment Services**

During the stay and use of the apartment services, we ask the Guest to respect the current laws, behave respectfully, and follow the staff's instructions. It is strictly forbidden to use our services for illegal purposes or cause damage to the apartment or others. Violations may result in the refusal of further services without notice. In case of violation of these rules, the Guest will be responsible for all expenses that the Hosts must incur and all damages that the apartment will or may suffer without the need for a notice of default. We reserve the right to make changes to our services without notice. Access to the apartment may be refused without any refund if the Guest disturbs other guests, is intoxicated, damages the apartment's property, or poses a threat.

### **Cancellations and Changes**

The booking confirmation indicates the deadline to cancel or change refundable bookings for free. After this deadline, changes or cancellations may be charged. Unfortunately, non-refundable bookings cannot be changed or canceled without any charge. If you have a refundable booking, note that canceling within 24 hours of the stay or no-show will result in the charge of the entire stay period. Different cancellation conditions may apply to some bookings, so it is advisable to check the confirmation for details. Generally, non-refundable bookings result in the charge of the entire stay if canceled or not made. The Hosts reserve the right to charge the cancellation fee to the credit card. Always check the booking confirmation to verify the specific cancellation conditions. If the booking was made through an online travel agency such as Booking.com or AirB&B or Expedia, please make any changes or cancellations through their platform as they may have different terms and conditions.

## **Prices and Payments**

When booking an apartment, the agreed price includes VAT if applicable and unless otherwise specified. The tourist tax in the Municipality of Milan is €4.50 per day per person for up to 14 consecutive days and will be indicated in the booking confirmation. The tourist tax is not due for minors under the age of 18, residents of the Municipality of Milan, the disabled, and their companions. In case of changes in tax rates between booking and stay, the price at the time of service will apply even if it increases compared to the initial booking price. We accept credit and debit cards (Visa, Mastercard, American Express, Diners, JCB). For further questions, our staff is available to customers.

## **Check-in and check-out**

We want our guests' stay to be as peaceful as possible, so we provide some important details to keep in mind:

- Self Check-in is possible provided we receive the identity documents of all guests who will be staying before the arrival date. If the documents are not received, it will be mandatory to check-in in person with our staff.
- The apartments are equipped with Ezviz CP4 facial recognition devices for access control.
- The entrance and overnight stay in the apartments of unregistered persons are prohibited.
- The accommodations are required to send the guests' documents to the state police and verify their identity within 24 hours of the start of the stay.
- Check-in and check-out times are listed on our website and in the booking confirmation.
- If arriving early, it is preferable to notify us in advance for better organization.
- If an early departure is necessary, please notify and leave the keys in the appropriate lockers near the main entrance door.

## **Smoking and Drug Policy**

We want to ensure a pleasant stay for all our guests. Therefore, we remind you that smoking is prohibited in all our apartments. Violation of this policy may result in a €250 fine charged to the credit card.

To maintain a safe and comfortable environment, we strictly prohibit the use, possession, and sale of drugs in our apartments. Offenders will be subject to a €250 fine in addition to being reported to the state police.

## **Liability and Damages**

The Hosts of Richard's Apartments cannot be held responsible for direct or indirect damages resulting from any action by the guests or the use of services by the guests, including expressly damages resulting from fires, thefts, or other illegal acts. Furthermore, the Hosts of Richard's Apartments are not responsible for damage to guests' personal property or damage caused by third parties. If a guest causes damage to the apartment during the stay, the person who made the booking will be responsible for the resulting damages.

If the apartment is left damaged or very dirty, or if it turns out that items are missing or have been taken from the apartment, the Hosts reserve the right to charge the associated costs to the credit card of the person who made the booking.

In the unlikely event that damage occurs inside the apartment, it must be reported to the staff as soon as possible.

### **Force Majeure**

If the Hosts cannot provide certain services or fulfill the agreement with the Guest in whole or in part due to force majeure, the Hosts and Apartments are not responsible for the resulting damages. The Hosts are also not required to pay any form of compensation in such cases. Force majeure refers to circumstances beyond the control of the Hosts and/or Apartments for which they are not at fault or responsible. Force majeure situations include pandemics, wars or threats of war, strikes, factory or office sit-ins, social unrest, riots, staff illness, terrorism, fires, natural or other disasters, interruptions of gas, electricity, or water, and government measures that make it impossible to provide services in the apartments. If a force majeure situation occurs, the Hosts may suspend their obligations under the contract with the Guest or cancel the booking.

### **Privacy**

The Hosts of Richard's Apartments collect some personal data at the time of booking and during the stay at the apartments. These personal data are processed in accordance with the Richard's Apartments Privacy Policy. For more information on the processing of personal data and user rights, please refer to our Privacy Policy on our website.

### **Exclusion of the Right of Withdrawal**

All hotel bookings are excluded from the right of withdrawal (cooling-off period). For as much as necessary, the Guest explicitly waives the right of withdrawal.

### **Maintenance of the T&C**

No provision of these T&C can in any way derogate from mandatory consumer provisions. If a provision of these T&C is declared null or invalid, the rest of the T&C will remain valid, and the null or invalid provision will be replaced and aligned as much as possible with the original intentions of that provision.

### **Modification of the T&C**

Gli Host dei Richard's Apartments si riservano il diritto di modificare i presenti T&C senza preavviso. Poiché eventuali modifiche ai T&C saranno pubblicate sul nostro sito web, prima del soggiorno è opportuno controllare la versione più recente dei T&C sul sito web [www.richardsmilano.it](http://www.richardsmilano.it).

### **Translations**

These T&C have been translated into English. If the interpretation of the Italian version and the translation differs, the Italian version takes precedence.

### **Applicable Law and Jurisdiction**

Unless otherwise provided by national or international law, these T&C and the contract between the Hosts and the guest are governed by Italian law. Unless otherwise provided by binding national or international laws, any dispute relating to or arising from these T&C and/or the contract between the Hosts of Richard's Apartments and the guest will be submitted to the exclusive jurisdiction of the competent court of Milan (Italy).