

Terms & Conditions

BEHAVIOR & RULES

Dear Guests ... Welcome to Palazzo San Niccolò!

We kindly ask our guests to read this document upon arrival to avoid misunderstandings and ensure an enjoyable stay. During your stay, we request that you extend the same level of respect as you would in your own home. The code of conduct outlined below are not only mandated by law but are also guided by mutual respect.

Arrival

After completing the online check-in, guests will receive a code to access the property independently. All information and instructions regarding the apartment and its amenities, as well as the rules of behavior at Palazzo San Niccolò, can be found inside the room. Guests are required to settle the balance of their stay and the city tax on the day of arrival or beforehand. The staff of Palazzo San Niccolò is available at the number +39 366 461 8067 for any assistance or inquiries.

The Apartments

All apartments are fully equipped and furnished. In the event of equipment failure or malfunction, please report it immediately to the management in order to receive prompt assistance. If you encounter difficulties using any equipment, please contact management for appropriate instructions to prevent potential damage. If additional equipment is required additional charges may apply. Moving or removing provided furniture, fixtures, or equipment is not permitted unless specifically authorized by management. Please remember to always close the doors and windows of the apartment when no one is present.

Cleaning and Waste

Please ensure that all spaces remain clean and tidy. Upon arrival, you will receive information on waste disposal in nearby containers. Under no circumstances should trash be left outside the door. If preferred, you may separate glass, plastic, paper, and other waste. It is highly important to refrain from disposing materials such as diapers, sanitary napkins, paper, etc. in the toilet. Instead, please utilize the appropriate bins provided in the bathrooms. Any costs incurred for repairs will be charged accordingly. The stove, oven, fridge, and sinks must be left in the same clean condition as upon arrival, including pots and pans, dishes, and utensils. If you opt to not clean the kitchen,



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there will be an additional €25.00 charge for cleaning services. Any leftover food that you do not wish to take should be placed in a specific container provided by management.

Bed Linens and Towels Changing

Bed linens, bathroom towels, and kitchen towels are changed every 3 days. Additional changes are available upon request for an additional fee. Typically, these changes take place after 10:00 am. Therefore, we kindly ask our guests to vacate the apartments by this time. However, alternative arrangements can be made with management to accommodate any specific needs.

Lighting, Equipment, Air Conditioning, Heating

Please remember to turn off lights, air conditioners, TVs, irons, hair dryers, and any other personal equipment when you leave the apartment to save energy and avoid incidents.

Safe-deposit Box

Each apartment is equipped with a safe deposit box. Please remember to check the safe before your departure. It is important to note that neither the management nor the property are responsible for any items left in the apartment during your stay or after departure.

Your guests at the Palazzo San Niccolò Apartment

Under no circumstances are guests allowed to exceed the amount specified in the booking without prior agreement. Management reserves the right to authorize or deny overnight stays based on apartment and Palazzo San Niccolò capacity. If authorization is granted, it is mandatory to complete registration for the additional guest.

Pets

Pets are welcome, but only if agreed upon in advance at the time of booking with management. It is strictly prohibited to leave dogs or other pets unattended in the apartments. In common areas, pets must be kept on a leash and muzzled. For apartments where pets have stayed, an additional cleaning fee will be charged.



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The common areas

At all times, but especially at night, guests are obligated to respect the tranquility of others by avoiding loud noises. Please close the front door gently when entering and exiting the building to avoid disturbings nearby guests. Adults are responsible for the behavior of children in their care. Do not grant access to strangers to the apartment unless specifically authorized by Management. In any case, prior telephone contact is required.

Departure

The apartment must be vacated by 10:00 AM. If available, we are pleased to offer a late check-out option until 12:30 PM for an additional cost of 50 euros. This must be requested in advance, at the time of booking.

Damages

In the event of damaged items, equipment, or furnishings caused by improper use the cost of repair will be deducted or charged at the end of the stay. Management accepts no responsibility for damage to persons or property caused by improper use or unauthorized actions. Charges for such damages will be made to the credit card provided for payment or deducted from the security deposit, which may be paid upon arrival.

Removal of Visitors

Repeated failure to observe the rules of behavior at Palazzo San Niccolò, or engaging in misconduct that seriously disrupts the harmony and spirit of Palazzo San Niccolò, will result in the removal of guests at Management's discretion. In such cases, departing guests will not be entitled to any refund of fees paid, subject to the Management's right to claim compensation for any damages. Similar consequences will apply to episodes of severe disrespect toward the Management or its staff. Management also warns that in extreme cases, the police will be alerted.



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I Conclusion of contract: **1.1.** Contractual partners are Palazzo San Niccolò and the guest. By making a reservation, the guest offers the conclusion of an accommodation contract. If the requested unit is available, the guest receives a reservation confirmation from Palazzo San Niccolò. With the acceptance of the reservation by Palazzo San Niccolò, an accommodation contract between Palazzo San Niccolò and the guest is concluded. Palazzo San Niccolò is free to confirm the respective booking in text form. Palazzo San Niccolò can reject the conclusion of an accommodation contract at its own discretion. **1.2.** If a third party has ordered for the guest, he is liable to Palazzo San Niccolò together with the guest as joint and several debtor for all obligations arising from the accommodation agreement, provided Palazzo San Niccolò has a corresponding declaration from the third party. The third party is thereby included in the scope of these terms and conditions. **1.3.** The minimum booking age of a guest is 18 years. Minors are not allowed to stay in a unit without an adult guardian.

2 Reservations: **2.1**. With the reservation request and its acceptance by Palazzo San Niccolò, the guest does not acquire any claim to the provision of certain units within the accommodation, unless this was expressly agreed in text form within the framework of the accommodation contract. **2.2**. Sub-width offers of Palazzo San Niccolò regarding available units are subject to change and non-binding. **2.3**. The guest has no right to claim the accommodation service to be fulfilled in a certain unit. Palazzo San Niccolò reserves the right to set industry-standard restrictions such as, minimum length stays and booking guarantees or to require deposits for certain booking dates.

3 Cancellation policies: **3.1.** For non-refundable bookings, cancellations made after the booking date or no-shows will result in the booking being charged in full. **3.2.** For Standard bookings, reservations may be changed or cancelled up to 7 days prior to the arrival date. If cancelled within 7 days, the 30% deposit collected will be retained as credit valid for 1 year from the date of booking. Cancellations made after the cancellation deadline or in case of no-show will result in the total charge of the reservation. This means that after the cancellation deadline, the guest is not entitled to any refund. **3.3.** For bookings on third-party portals: In the case of bookings made not via the Palazzo San Niccolò website but via a third-party provider, guest cancellations are subject to the conditions agreed between the guest and the provider. Any refunds agreed upon in the



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case of cancellation will be handled by the third-party provider and not by Palazzo San Niccolò. **3.4.** In the event of a no-show for a reservation guaranteed for several days, Palazzo San Niccolò not only retains the right to the agreed remuneration but also reserves the right to release the room for all subsequent nights starting from the second night.

4 Prices for overnight stay and other prices: 4.1. The prices shown by Palazzo San Niccolò at the time of the conclusion of the contract shall apply. The applicable prices are gross total prices and include all statutory taxes, fees and charges. Not included and charged separately are local taxes, which are owed by the guest according to the respective applicable law, such as visitor's tax. 4.2. In the event of changes to tax, fee and levy rates, as well as the effective levying of new taxes, fees and levies previously unknown to the parties at the time of conclusion of the contract, Palazzo San Niccolò reserves the right to adjust the prices accordingly. 4.3. Palazzo San Niccolò can give its consent to a subsequent reduction requested by the guest in the number of units booked, the service provided by Palazzo San Niccolò or the length of stay of the guest dependent on the fact that the daily price increases due to the shorter rental period or the lower rental volume for the individual units and/or for the other services provided by Palazzo San Niccolò.

5 Terms of payment: **5.1.** The price of the entire booked accommodation service must always be paid by the guest in advance. If the guest is not the same as the person making the booking, the rules in section 5 of these terms and conditions also apply to the person making the booking. **5.2**. Guests have two payment options: they can either pay 30% at the time of booking and 70% upon arrival, with an additional payment of the tourist tax of €5.50 per adult (over 12 years) per day for up to a maximum of 7 nights, or they can choose to pay 100% at the time of booking. The tourist tax is not included in the daily rate.

6 Possible uses of booked units: **6.1.** A reserved unit is available to the guest from 2:00 pm on the day of arrival and until 10:00 am on the day of departure. The guest has no right to an earlier provision on the day of arrival or a longer provision on the day of departure. **6.2.** Upon request and depending on availability, a later departure ("Late Check-out") can be agreed with Palazzo San Niccolò in advance. If Palazzo San Niccolò agrees to a late check-out, Palazzo San Niccolò is entitled to charge a fee per hour for the additional use of the unit. **6.3.** Upon request and depending on availability, an earlier



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arrival ("Early Check-In") can be agreed with Palazzo San Niccolò in advance. If Palazzo San Niccolò agrees to an Early Check-In, Palazzo San Niccolò is entitled to charge a fee per hour for the additional use of the unit.

7 Resale: **7.1**. The resale/rental and/or rebrokering of booked units is explicitly prohibited. In particular, the resale of units and/or unit contingents to third parties at higher prices than the actual unit prices is not permitted. The assignment or sale of the claim against Palazzo San Niccolò is also not permitted. Palazzo San Niccolò is entitled to cancel the booking in these cases, especially if the guest has made untrue statements about the type of booking or payment to the third party during the assignment/sale. In the listed cases, the guest is not entitled to a refund of the amounts already paid. **7.2**. Use of the unit for any purpose other than accommodation, in particular commercial use by the guest, is expressly prohibited. In case of violation Palazzo San Niccolò reserves the right to terminate the contract immediately. Costs incurred by Palazzo San Niccolò due to the commercial activity of the guest must be paid by the guest.

8 Customer data and Digital Check-in: To ensure adequate communication with the guest, Palazzo San Niccolò obligatorily collects the email address as well as the telephone number. To verify the identity of the guest and to comply with the legal obligations of Palazzo San Niccolò, Palazzo San Niccolò is entitled to digitally request the following valid identification document (for domestic guests an identity card or passport; for foreign guests the passport) and valid credit card data at check-in. This applies to a booking where two or more guests are accommodated in one room, for each guest individually. If the identity of a guest cannot be clarified beyond doubt due to missing or false documents or willful manipulation during the digital check-in, Palazzo San Niccolò is entitled to cancel the booking and to deny the guest access to the object. Unregistered visitors or guests are not allowed in the accommodations. Daytime visitors are permitted, but only the guest(s) indicated in the reservation are allowed to sleep and stay at Palazzo San Niccolò. In case of including an extra quest(s) in the booking, an additional quest surcharge, depending on the daily rate, will be charged. Palazzo San Niccolò reserves the right to evict the guest if the guest(s) do not inform about visitors and do not pay the surcharge fee.

9 Standards and behaviors: The leased property is fully furnished, equipped with appliances, pots, dishes, and linen. Each apartment has Digital HD TV, and other household appliances are available upon request. The booking rates include all utilities and WIFI for guests of the Palazzo. Additional services are available for a fee. Guests are



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obliged to observe the rules of behavior and avoid actions that may disturb other guests or neighbors. The following are forbidden in any case: a) the use of areas not directly permitted by Management, b) bicycle and motorcycle access inside the palazzo, c) removing any decor, furniture, or equipment from the property. Palazzo San Niccolò reserves the right to visit, upon notice, the apartment leased.

10 Responsibility: The customer exempts the Palazzo San Niccolò from any liability for damages arising from the acts of others or interruptions of services. The customer is directly responsible to the landlord and third parties for damage caused at their fault, such as water leaks, gas leaks, or any other misuse or careless use of the rented property. By signing this agreement, the customer hereby agrees to indemnify Palazzo San Niccolò from any liability for injuries or accidents that may occur during their stay at the property. The landlord is not responsible for the theft or destruction of items brought by the tenant into the rented property.

11 Damage or theft: 11.1. The guest must treat the unit with care and avoid damages and inordinate messes. If damages or inordinate messes occur during the stay of the guest, Palazzo San Niccolò has the right to charge the guest an additional cleaning fee (depending on the condition of the unit). Palazzo San Niccolò reserves the right to claim further damages due to increased cleaning costs and possible loss of revenue resulting from the fact that the unit cannot be rented out. 11.2. In case of damage that exceeds the usual use or theft, Palazzo San Niccolò has the right to charge the guest for the damage as well as the separate expenses for the elimination of the damage, including possible loss of revenue from a rental of the unit that is not possible due to this. Even slight negligence shall justify the guest's obligation to pay compensation. 11.3. The same applies to damages caused by third parties, as long as they are on the premises of Palazzo San Niccolò at the approval of the guest. 11.4. The intentional damage of inventory, pieces of furniture or the unit itself represents, in addition to Palazzo San Niccolò's claim for damages, a use contrary to the contract and will therefore be punished with a contractual penalty per damage case. This also applies to the removal of inventory or pieces of furniture or disturbance of technical installations, especially the smoke detectors. The right is expressly reserved to claim further damages due to any loss of revenue resulting from the impossibility of renting out the unit.

12 Failure of the landlord: In the event of the impossibility to provide accommodation services, Palazzo San Niccolò is authorized to offer, in agreement with the tenant, a similar property. If the price of the replacement property is lower, the difference will be



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refunded to the tenant. If the price of the replacement property is higher, the difference will be covered by Palazzo San Niccolò. If an agreement cannot be reached, either party may freely terminate the contract. In such a case, the tenant shall only be entitled to a refund of the sums paid up to that point.

13 Internet usage: **13.1.** Palazzo San Niccolò provides the guest with Internet access within the framework of the existing technical and operational possibilities. Disruptions, for example due to unforeseeable circumstances, maintenance, or similar situations cannot be avoided. 13.2. The guest may not misuse the Internet connection. Misuse shall be deemed to exist in particular in the following cases: Download and distribution of copyrighted content via peer-to-peer sharing platforms, illegal streaming offers as well as the posting, retrieval or transmission of content relevant under criminal law. The guest is obligated to observe the copyrights, patent rights, name rights, trademark rights and personal rights of third parties during use. The guest indemnifies Palazzo San Niccolò on first request from all claims and claims for damages of third parties as well as from the costs of legal defense in an appropriate amount, which have been caused by an illegal use of the provided Internet connection by the guest or by third parties with the knowledge of the guest. This claim for indemnification covers in particular claims arising from the infringement of copyrights, patent rights, rights to a name, trademark rights and personal rights as well as violations of data protection law. 13.3. The guest is prohibited from passing on the access data for the Internet connection to third parties. In case of violation, the guest is liable for all damages caused by the disclosure of the access data to Palazzo San Niccolò. 13.4. In addition, Palazzo San Niccolò reserves the right to block the guest's Internet connection in case of legal violations.

14 Data Protection: Palazzo San Niccolò's privacy policy can be found at https://palazzosanniccolo.it/.

15 Jurisdiction and applicable law: This contract is subject to Italian law and jurisdiction. Any dispute will be referred exclusively to the court of Florence.

In accordance with Articles 1341 and 1342 of the Civil Code specifically approved Articles.