

GENERAL TERMS AND CONDITIONS

1. PREMISE.

By accessing or using our web site, by using the services of Apartments Stay or by booking or using any accommodation or service with Apartments Stay directly through our website or our affiliate, partner or any other websites/companies that publish or promote accommodations managed by our Company, You accept these Terms and Conditions. This is a legal agreement between You, the Client, and Apartments Stay Consulting.

We facilitate a booking service for apartments on a short term rental basis only, manage the properties and provide other services on behalf of the Property Owners, such as cleaning services of the apartment, client acceptance services, marketing etc. We provide but do not own or run any accommodation ourselves.

The accommodation offered on our website is rented to You by property owners and not by Apartments Stay Consulting. Apartments Stay Consulting is not a party to lease agreement between you and property owner. In the highly unlikely event of a problem arising, our liability to You, if any, is limited to an amount paid to us by You and Apartments Stay will in NO CASE be responsible to the renter for an amount exceeding the booking or rental fee.

The following general terms and conditions are part and parcel of the contract signed with Apartments Stay Consulting.

This general terms and conditions of contract apply to the lease agreement for short term purposes stipulated by and between You, the Client and Apartments Stay Consulting relating to the Property selected by You among those listed on the website www.apartments-stay.com.

In the following contract the use of the word Client, Tenant or You is always referred to You, a person that makes a booking and temporary tenant of Property published on our website. Equally, the use of the word Company is referred to Apartments Stay Consulting.

2. STIPULATION, CONTRACT DEFINITION, PAYMENT TERMS.

The contract is conditional on the payment of reservation fee and indicates acceptance of all the terms and conditions published here. By making a reservation, You agree to accept this terms and conditions and no further signature or explicit acceptance or non acceptance is necessary or relevant. It is Your responsibility to read this terms and conditions before making a reservation. By making a reservation You represent and warrant that You are of legal age to enter into this agreement and use the site pursuant to this agreement, and that the information You submit will be true and accurate.

You can make a reservation at www.apartments-stay.com online or after requesting reservation.

Until the Reservation Fee has been paid, no reservation can be guaranteed.

In order to confirm Your booking it is necessary to pay a reservation fee that is 20% of the total rent amount. Your booking will only be confirmed once the payment has been received and accepted. After booking, a



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Voucher will be sent to You by e-mail written with Your name and with the dates of Your reservation. We ask You to print out this Voucher and carry it with You upon Your arrival. You need to hand this Voucher to the person in charge for Your check-in. At the moment of Your booking You declare to be over 18 years old and to accept this Terms and Conditions. The contract is considered as definitive after the payment of the reservation fee.

Please note: Apartments Stay Consulting will not be held accountable or liable in any way should there be a problem with your reservation, even once payment has been accepted.

If we do not confirm the booking it means that the contract has not been made. Please carefully check the details on Your on-screen confirmation booking voucher/email and all other documentation on receipt and inform us immediately of any errors. We do not accept liability for any errors not notified to us within 72 hours of the date of booking and it may not be possible to make corrections at a later stage.

Payment of the remaining balance shall be done at the arrival date (by cash or credit card) or if by bank transfer at least 7 days before arrival.

3. SERVICES AND PRICES.

Prices as published include energy consumption, final cleaning and other extras as outlined (e.g. internet usage, cable or satellite television, etc). Unless otherwise provided for in the Booking Confirmation, the said price shall be intended as inclusive of initial and final cleaning, electricity and gas, heating and water consumption (except under special conditions). In case of monthly lease, the electricity and gas expenses are covered for a maximum amount of €80 per month. The electricity and gas meters will be read upon check in and check out for these purposes. Should the monthly bill exceed this limit, the extra cost will be retained from the Security Deposit. The average cost per Kw of electricity in Italy is €0.17, while the average cost of 1 m³ of gas is €0.70.

Washing the dishes, cleaning the kitchenware, throwing out the garbage must be done by the clients, because it is not included in the final cleaning. Supplementary services such as daily or weekly cleaning, additional linen change etc. must be paid extra on the site as per separate agreement. Any additional costs for the apartment will be specifically mentioned under "Special Conditions" of the apartment on the website. These "Special conditions" will also be referred to in the contract. Information brochures concerning the apartment (transportation, shops, restaurants, sports centers etc) are provided by the third party. Possible changes to these services may not be communicated promptly. Supply of services such as gas, water, electricity, internet service etc can sometimes undergo maintenance without knowledge to us. Apartments Stay cannot and will not be held responsible or accountable for this nor for cases of Force Majeure or any other missing services caused by thirds.

4. PAYMENT AND FEES

Payment of reservation/booking can be made as follows:

Via Credit Card: Visa, Visa Electron, MasterCard, Maestro, American Express or PayPal. (Additional banking fees may apply. Please check with your provider and/or Apartments Stay Consulting prior to booking.) via our Secured Socket Layer (SSL) website directly in conjunction with our secure payment system (PayPal). It is



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important for you to know that whenever you provide us with personal details or credit card information, it is secure. Your credit card number, name, address, and telephone number are protected by powerful Secure Sockets Layer (SSL) encryption technology as it travels through the internet.

Alternatively via wire transfer/direct deposit (ask for our bank coordinates) or by calling our offices on +39 02 898 66 234 from Monday to Friday from 09:30 to 18:30 CET.

The Full Rental Fee quoted in the Booking Confirmation Voucher refers to the entire period of stay.

A) Reservation/Booking Fee:

20% of the total rent amount is to be completed and received by Apartments Stay Consulting at the moment of Your booking or in special occasions at latest 24 hours after the booking has been made.

RESERVATION/BOOKING FEE IS NON REFUNDABLE.

B) Final Payment:

Payment must be made upon Your arrival in cash (Euro only) or Credit Card excluding any Special Conditions agreed to by Yourself and Apartments Stay Consulting prior to Your arrival. In case of final payment by credit card, 4% will be added to Your final payment amount as to cover the cost of bank commission.

Should You wish to pay the complete amount by bank transfer it is necessary to be done at least 7 days prior to Your scheduled arrival.

C) Security Deposit Payment:

You are required to provide a Security Deposit upon arrival pursuant to the terms and conditions set forth in the Booking Confirmation upon Your arrival in cash. The amount of the Security Deposit depends on the property You selected and booked and it is clearly outlined at the time of booking.

The security deposit for each apartment is clearly outlined for each property on our website. If there is no damage, the security deposit will be fully refunded to You upon Your departure.

Should the Property be found to have been damaged by the Client, and/or in the case of electricity or gas consumptions exceeding the limit of 80€, Apartments Stay Consulting is entitled to retain the security deposit fully or a part of it in order to cover these damages. The remaining part of security deposit will be refunded after 1 month after deducting the amount to cover these damages.

You bear financial responsibility for the instruments, pieces of equipment and furniture in the Property and for the Property condition itself from the moment Your rental starts and until You hand over the keys. The tenant is obliged to report on any kind of damage and failure within 12 hours immediately after moving into the apartment. If the tenant does not, we are entitled to take into consideration the latest known condition of the apartment.



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Should the damage exceeds the Security Deposit given on arrival, You are obliged to pay for the damage caused by You or other tenants that are staying in the same apartment with You, in accordance with the measure of the damage caused. If the damages are not paid, the tenant will face legal prosecution and other sanctions prescribed by Italian Laws.

The invoice is free from tax.

If You are making a reservation on behalf of Your Company, it is not possible for us to issue an invoice since we're providing consultancy and other services on behalf of the property owners. We facilitate a booking service for accommodation only and provide other services on behalf of the property owners. We provide but do not own or run any accommodation ourselves. You will be issued a receipt on behalf of the property owner for a complete amount of the rental.

5. YOUR STAY (DURATION, ARRIVAL -CHECK-IN, DEPARTURE - CHECK-OUT)

Your rental commences at 14:00 CET and ends at 11:00 CET on the dates selected by You and defined in the Voucher . You're due to come to the offices of Apartments Stay situated on walking distance from the main Milan's Central Train Station, in Via Napo Torriani 5,20124 Milan where you will pass through our Check-in Procedure.

It is Your responsibility to inform us of your exact arrival time. We need to know Your arrival details and Your exact arrival time in order to schedule Your Check-in in our offices on the day of Your arrival. It is very important to schedule Your Check-in especially for arrivals on weekends, holidays and after 20:00CET since our offices are closed at that time.

We charge €30,00 if your arrival is on weekends (Saturday and Sunday), Italian public holidays or after 8pm as a late/weekend/public holiday Check-in Fee.

We invite you to respect the scheduled check-in time, especially for arrivals after 20:00 CET, on weekend or Italian Public Holidays since the person in charge for Your check-in has a maximum wait time of 1h. After that time the person in charge for Your check-in is instructed to leave the offices and You will be charged as according to our cancellation policy without the possibility to check-in.

In case of unexpected delays, due to unpredictable flight/train arrival delays or any other reasonable problems, You're due to contact the person in charge for Your check-in immediately and inform him/her about such delays. In that case we will re-schedule your check-in time and will not charge you any penalty.

We remind You that on Your arrival day, we accept only cash payments if not agreed otherwise.

It is Your responsibility to hand over to the person in charge for Your check-in the Voucher You received by e-mail from us immediately after the booking. In case You do not have it with You the person in charge for Your check-in is authorized not to let you stay in the apartment.

It is Your responsibility to bring with You valid travel documents (passports, ID cards) of all the persons staying in the apartment and to hand them to the persons in charge for Your check-in for a check-up. We're obliged to



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register all the persons staying in our apartments and to do so we need their travel documents. In case You do not have them with You or those documents are not valid, the person in charge for Your Check-in is authorized not to let you stay in the property. The person in charge for Your Check-in will make the copies of those travel documents and give them back to You. It is Your responsibility to check what kind of travel documents You need while staying in Italy. For nationals of European Union (Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, United Kingdom) photo identity card is required, while for all other nationals a valid passport with expiry date exceeding the date of Your departure and eventual visa and/or Italian/EU residence permit if necessary.

Please check the following website of Italian Ministry of Foreign Affairs for documents necessary while travelling in Italy: http://www.esteri.it/visti/index_eng.asp

On the day of your departure, You are due to leave the apartment before 11:00 CET. You are also due to come to our offices on the day of Your departure to bring back the keys and receive back Your deposit.

In case Your departure is prior to 09:30 CET (office opening hours), You need to communicate it to us on Your check-in as we need to send a person in the apartment on the scheduled check-out time, to check the apartment and hand You back Your security deposit. We charge €30,00 for early check-out. between 20:00 CET and 09:30 CET on Your departure day.

You're due to leave the apartment in the conditions You found it and to report any damage You or others made during Your stay. We have a strict control system of any damage made in the apartment and You will be charged properly, especially if you do not report the damage, with maximum penalties, even after You received back Your deposit, if we conclude that You're responsible for the damage. Honest Clients that do report damages occurred during their stay in our Property will suffer only slight and minimum charges. In case You lose the keys you will be charged an amount of 50,00€ for each copy that is lost.

6. BOOKING CANCELLATION

a) contract annulment by Client

When a reservation is cancelled due to causes that are attributable to the client and the cancellation occurs prior to scheduled check-in time, the amount paid as a reservation fee will not be refunded. Cancellations must be communicated either in writing, by e-mail or fax. If you wish to change your booking after it has been confirmed e.g. guest names, date changes, etc, you must cancel your booking and re-book through our website. We will try to assist but cannot guarantee to meet such requests. Cancellation charges apply and the booking fee is non-refundable. We are unable to move or modify your booking fee to a new apartment so please check your details carefully prior to confirming your booking to avoid loss and embarrassment.

It is not possible to shorten the stay and should You need to leave and cancel the booking before Your scheduled departure date, the rental fee will not be refunded in any its part.

b) contract annulment and apartment replacement by Apartments Stay



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Should Apartments Stay be unable to guarantee the Client use of the Property due to events of force majeure or for any contingencies beyond our will and control, Apartments Stay can annul the contract and refund the paid booking fee.

In the event of cancellation of the rental by the owner, for any cause that is, Apartments Stay cannot be held responsible for this cancellation and will refund entirely the booking fee.

Apartments Stay will in NO CASE be responsible to the Client for an amount exceeding the booking fee.

In case of such unexpected events, Apartments Stay reserves the possibility to

substitute the reserved apartment with an offer of equal or superior value. If the Client has a reasonable and substantiated cause for refusing the Property offered by way of replacement, Apartments Stay will refund the Client the amounts paid. No further amounts shall be due by Apartments Stay to the Client.

In case of booking cancellation by Apartments Stay, Apartments Stay will give it's best assistance in order to find an alternative accommodation to the Client, but will in NO CASE be responsible for failing to meet such requirements.

7.OBLIGATIONS AND RESPONSIBILITIES:

a) You are responsible:

- 1)** for all deterioration of the property and its contents caused by you or by a member of your group or by one of your guests. You are also responsible for all damages sustained by a third party and which result from an act committed by you or by a member of your group or by a guest invited by you or a member of your group.
- 2)** to exercise due care and diligence in using the Property, and to keep it clean, refraining from any act which may damage the Property and/or cause damage to appurtenances thereof and/or annexed property and/or facilities contained therein. The Client moreover undertakes to verify the state of any plants present inside or on balconies/terraces, and to keep clean any gutters or drain pipes on the balconies/terraces in order to allow water to pass freely. You are responsible for the state of cleanliness of the property at the end of your stay. Crockery and kitchen tools' cleaning must be fulfilled by the client and is not included in the final cleaning. Any violation on your part or on the part of a member of your group can lead to a deduction of your security deposit and even additional costs if the deterioration exceeds the amount of your security deposit.
- 3)** to inform Apartments Stay of any damage done by You or a part of Your group or any of your or your group's guests. You bear financial responsibility for the instruments, pieces of equipment and furniture in the Property and for the Property condition itself from the moment Your rental starts and until You hand over the keys. The tenant is obliged to report on any kind of damage and failure within 12 hours immediately after moving into the apartment. If the tenant does not, we are entitled to take into consideration the latest known condition of the apartment.



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4) for the number and identity of the persons staying in the apartment with You. The occupation of the house is limited to the number of person reported in the confirmation voucher and identity of the persons registered during Your check-in. The person in charge can deny the access to the apartment to exceeding people.

5) not to cause any noise or nuisance to the disturbance of nearby residents. The client commits to live the house in the respect of the rules for good neighboring. The use of the Property for illegal purposes or for prostitution is strictly forbidden.

6) to return the keys of the Property in such manner as will be agreed with the Company.

7) not to reproduce and/or give to third parties the keys of the Property and/or reveal to third parties any access codes for the Property. The loss/damage of keys and/or locks will entail compensation of the cost of new locks and of 4 sets of keys.

b) Apartments Stay is required to:

1) Respect the general conditions and not request additional charges unless these are stipulated in the “Special Conditions” of the apartment.

2) Supply the client with household linens upon arrival.

3) Respect the commitments undertaken with the client during the e-mail exchanges.

4) Return the security deposit upon the client’s departure after check-out.

In the case of a violation of these rules, we ask that you contact us immediately at the beginning of your stay in the apartment at: feedback@apartments-stay.com or immediately after (in the following 2 hours) by telephone +39 02 898 66 234 so that the problem can be promptly resolved. We will not accept the complaints at the end of your stay in the apartment.

Apartments Stay CAN NOT BE RESPONSIBLE:

1) For the temporary defect of equipment, for temporary equipment malfunction, for electricity power cuts, for a water reduction cuts through no fault of our own, for loss, breakage or injury due to weather conditions, riot, strike or any other circumstances independent of our will. Apartments Stay also declines any responsibility in case of innocent equipment malfunction during your stay, although will give it’s best assistance in order to resolve the malfunction as soon as possible, in time necessary for the reparation. Equally, Apartments Stay is not to be held responsible for defective appliances or the misuse of appliances in any of the apartments.

2) In the case that the apartment is destroyed or considerably damaged before the beginning of the rental, the Tenant will be notified by e-mail, by phone or directly and completely reimbursed as soon as possible or equivalent apartment will be offered. Apartments Stay will in NO CASE be responsible to the renter for an amount exceeding the total booking or rental fee.

Should the apartment properties display substantial differences from the reports in the contract, so as not to allow a normal stay, Apartments Stay commits to put an equal quality accommodation at your disposal. Should



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this not be possible for lack of availability or should you refuse the supplied alternative due to effective reasons, Apartments Stay will refund you with the whole rent or a part of your stay.

The responsibility of Apartments Stay, if any, is strictly referred to an amount of money received by the Tenant, be it a booking or a complete rental fee, and in NO CASE can exceed such amount.

8. SLEEPING CAPACITY OF THE APARTMENT

In no case and at any cost is the number of renters is to be superior to the sleeping capacity of the apartment, which is published on our website. However, a child`s bed can be added as an option if requested (less than 20 months old).

9. COMPLAINTS AND PAYBACKS.

If in the course of the stay you find differences from what you have reserved, we suggest you to discuss the problem with the person in charge for the keys. Should this person not be able to face the problem in short time, you can contact the reservation office. Yet, the persons in charge for the client reception are not authorized to decide over possible payback at all. Any complaints must reach the reservation office within 4 weeks from the stay expiration date on feedback@apartments-stay.com ; otherwise you will lose the right to refunding.

10. THEFTS

Apartments Stay will not be liable to the Client for any thefts perpetrated, with or without break-in or physical damages.

11. PLACE OF JURISDICTION.

Milan Place of Jurisdiction will be effective for any controversy depending on this contract. Obligatory report as per par. 16 of L. 269/98 – law punishes crimes relating to prostitution and juvenile pornography with reclusion, even if they are perpetrated abroad.

12. PERSONAL DATA.

The Client authorizes the Company to communicate his personal data to third parties in order to comply with any obligations under the lease contract (Italian law decree 196/2003).

13. TERMINATION CLAUSE

Apartments Stay may cause this Contract to be terminated in accordance with Italian law by sending the Client written notice via registered mail, in any of the following events:

a) should the Client fail to pay the Booking Fee in accordance with the terms set forth in the Booking Confirmation or



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- b) should the Client fail to pay the Balance in accordance with the terms set forth in the Booking Confirmation or
- c) should the Client fail to pay the Security Deposit set forth in the Booking Confirmation, pursuant to the terms and conditions set forth therein or
- d) should the Client's conduct be contrary to taking due care of the property (see art. 7).

In the cases designated by letters b) and c), Apartments Stay will be entailed to retain, by way of penalty, the Booking Fee previously paid by the Client in accordance with the provisions set forth in the Booking Confirmation.

14.NO LIABILITY NOTICE

While Apartments Stay shows the maximum of attention to its online descriptions and apartment advertisements, You should note that www.apartments-stay.com does not warrant that the information published on this website will be error free and in using this website you acknowledge that the accommodation details and all other information including information relating to travel services published on this website may include inaccuracies or typographical errors. Apartments Stay cannot be held liable if an error or omission occurs in said description. Apartments Stay Consulting facilitates the booking of accommodation, manages the property and offers other service on behalf of the property owner ,but do not own or run any accommodation itself. The accommodation offered on our website is rented to You by property owners and not by Apartments Stay Consulting. Apartments Stay Consulting is not a party to the contract between you and property owner/providers and has no responsibility or liability to you in respect of the terms of that contract whether directly or indirectly. Prior to making a booking, you should ensure that you have reviewed the information published on our website regarding the property and that that information is acceptable to you. Neither Apartments Stay Consulting nor any of its directors, employees, affiliates or other representatives will be liable for loss or damages arising out of or in connection with your use of any information, products, services and/or the materials offered through this website, including but not limited to, loss of data, income, profit or opportunity, loss of or damage to property and claims of third parties, or any indirect or consequential loss or damages, even if Apartments Stay Consulting has been advised of those risks. It is understood that, within the limits provided for by law, the amount of any compensable damage due to the Client will not exceed the amount actually paid by the Client to Apartments Stay under the contract.



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