

TERMS AND CONDITIONS OF STAY

Casa Vacanze Aura

Last updated: 31/07/2026

Courtesy translation. These Terms and Conditions were originally drawn up in Italian. In the event of any discrepancy between this translation and the Italian version, the Italian version prevails (see Art. 20.5). References to Italian legislation are given in their original form, with an explanatory rendering in English where helpful.

1. Information on the Operator and the property

Pursuant to Art. 49 of Legislative Decree No. 206 of 6 September 2005 (Italian Consumer Code), Art. 7 of Legislative Decree No. 70 of 9 April 2003, and Art. 17(3)(a) of Regional Regulation of Lazio No. 8 of 7 August 2015:

Name of the property	Casa Vacanze Aura
Type of establishment	<i>Casa e appartamento per vacanze</i> – holiday house and apartment (Art. 7, Regional Regulation of Lazio No. 8/2015)
Classification	Category 1 (Art. 13(3)(b), Regional Regulation of Lazio No. 8/2015)
Owner / Operator	Jacopo Pitorri
Place of business	Via di Santa Croce in Gerusalemme, 75 – 00185 Rome (RM), Italy
VAT number	13928081002
Italian tax code	PTRJCP93P17H282Z
Business register (REA)	RM – 1760555
SCIA details (certified notice of commencement of business)	ref. no. QA/2025/115202 of 11/11/2025, filed with the SUAR/SUAP of Roma Capitale
CIN – National Identification Code	IT058091B4XU5KP604 (Art. 13-ter, Decree-Law No. 145/2023, converted into Law No. 191/2023)
Regional identification code	058091-CAV-16045 (Art. 1(4), Regional Regulation of Lazio No. 8/2015)
Telephone	+39 346 883 0167
E-mail	info@casavacanzeaura.it
Certified e-mail (PEC)	jacopopitorri@pec.it
Website	www.casavacanzeaura.it
Third-party liability insurance	Unipol – policy no. 1/59491/148/164364394 (Art. 17(3)(c), Regional Regulation of Lazio No. 8/2015)
Opening period	All year round

The property consists of a single furnished residential unit comprising two bedrooms, two bathrooms, a kitchen, a living area and a balcony, with a maximum capacity of **4 beds** as declared in the SCIA.

Pursuant to Art. 7(2) of Regional Regulation of Lazio No. 8/2015, the property has no centralised services and does not provide any food or beverage service.

2. Definitions

For the purposes of this document:

- **Operator:** Jacopo Pitorri, as identified in Art. 1;
- **Guest or Client:** the natural person who makes the booking and, where different, the person who actually stays at the property;
- **Consumer:** the natural person acting for purposes unrelated to any business, commercial, craft or professional activity carried out (Art. 3(1)(a), Italian Consumer Code);
- **Property or Accommodation:** the residential unit named “Casa Vacanze Aura”, located at Via di Santa Croce in Gerusalemme, 75, Rome;
- **Booking:** the request for a stay accepted by the Operator in accordance with Art. 4;
- **Platform or OTA:** an online travel intermediation platform operated by third parties (for example: Airbnb, Booking.com, Vrbo);
- **Conditions:** this document.

3. Subject matter, scope and legal nature of the contract

3.1 These Conditions govern the tourist accommodation contract for the temporary use of the Property, together with its furnishings and equipment, exclusively for tourist purposes and for periods not exceeding **30 consecutive days** with the same Guest, unless otherwise agreed in writing.

3.2 The contract does **not** constitute a residential lease within the meaning of Law No. 431 of 9 December 1998, nor a transitional-use lease, and confers on the Guest no right of residence, domicile or continuation of the relationship beyond the agreed period. Registration of residence or domicile at the Property is not permitted (Art. 7(2), Regional Regulation of Lazio No. 8/2015).

3.3 The service provided consists solely in the supply of accommodation. The Operator **does not organise or sell package travel** within the meaning of Arts. 33 et seq. of Legislative Decree No. 79 of 23 May 2011 (Italian Tourism Code), as amended by Legislative Decree No. 62 of 21 May 2018. Any ancillary services referred to in Art. 14 are provided on request, on an optional basis, as distinct and non-essential services; they do not represent an essential feature of the stay and do not exceed 25% of its total value. Where such services are supplied by third parties, the Operator acts solely as an intermediary.

3.4 These Conditions apply to all bookings made directly with the Operator. Where a booking is made through a Platform, the contractual terms of that Platform prevail as regards the conclusion of the contract, payments and the cancellation policy; these Conditions apply to all matters not

governed by the Platform and, in any event, in full as regards the rules of use of the Property (Arts. 12 and 13), the identification obligations (Art. 10) and the tourist tax (Art. 11).

3.5 Making a booking constitutes full acceptance of these Conditions, which are published at www.casavacanzeaura.it and made available to the Guest on a durable medium before the contract is concluded, pursuant to Arts. 49 and 51 of the Italian Consumer Code.

4. Booking and conclusion of the contract

4.1 Booking channels. Bookings may be made, interchangeably, through any of the following channels:

- a) **online**, via the **Krossbooking** booking engine integrated into the website www.casavacanzeaura.it, supplied by Solutions Plus S.r.l. (VAT no. 07375150724), with payment processed by the payment service provider **Nexi Payments S.p.A.**;
- b) **by e-mail** to info@casavacanzeaura.it;
- c) **via WhatsApp** or other messaging service at +39 346 883 0167;
- d) **by telephone** at +39 346 883 0167;
- e) **through Platforms** (OTAs), in accordance with the rules of the individual Platform.

All channels referred to in points (a) to (d) give rise to a **distance contract** within the meaning of Art. 45(1)(g) of the Italian Consumer Code, and the same rules apply to each. The choice of channel affects neither the rates nor the Guest's rights.

4.2 Pre-contractual information. Whichever channel is used, before the Guest is bound the Operator provides the information required under Art. 49 of the Italian Consumer Code, and in particular: the characteristics of the accommodation and services; the identity and contact details of the Operator; the total price inclusive of all charges and taxes; the amount of the tourist tax; the means of payment and performance; the cancellation conditions; the inapplicability of the right of withdrawal under Art. 7; the existence of any deposits or financial guarantees; and how to submit a complaint. This information is made available within the booking engine and, for the channels referred to in Art. 4.1(b), (c) and (d), is transmitted in writing together with the quotation.

4.3 Booking via the booking engine. The procedure comprises the following steps: selection of dates and number of guests; real-time verification of availability and rate; selection of the rate and any options; entry of the Guest's details; display of the order summary showing the total price, the tourist tax, the cancellation conditions and the amount payable; express acceptance of these Conditions and acknowledgement of the privacy notice; confirmation by means of the dedicated button bearing the wording "**order with obligation to pay**" or equivalent wording pursuant to Art. 51(2) of the Italian Consumer Code; and execution of payment via the Nexi gateway.

4.4 Booking by e-mail or messaging service. A request submitted by the Guest by e-mail or WhatsApp constitutes a mere **expression of interest** and binds neither party. The Operator

replies by sending a **written quotation** containing the information referred to in Art. 4.2, a link to these Conditions and the period of validity of the offer. The contract is concluded upon the Guest's **written acceptance** of the quotation and upon the Operator sending the booking confirmation, in accordance with the payment terms set out in Art. 6. The Operator shall in every case send the booking confirmation to the Guest's **e-mail address**: instant messaging may be used for negotiation and assistance but does not replace the confirmation on a durable medium referred to in Art. 4.8. Where the Guest has no e-mail address, the Operator shall agree with the Guest an alternative means of transmission enabling the document to be stored and reproduced.

4.5 Telephone bookings. Pursuant to **Art. 51(6) of the Italian Consumer Code**, where the contract is concluded by telephone the Operator shall **confirm the offer in writing** (or on another durable medium, with the Guest's consent), and **the Guest is bound only after having accepted the offer in writing**. The telephone conversation alone does not conclude the contract. An electronic document may be signed by electronic signature pursuant to Art. 21 of Legislative Decree No. 82 of 7 March 2005.

4.6 Correction of input errors. In the online procedure, before final confirmation the Guest may amend the data entered and the options selected by returning to the previous steps, pursuant to Art. 13(2) of Legislative Decree No. 70/2003. In the channels referred to in Art. 4.1(b), (c) and (d), the Guest must check the accuracy of the details shown in the quotation and report any discrepancies before accepting it. Errors in the data that make it impossible to comply with the identification obligations set out in Art. 10 give rise to no right to a refund.

4.7 Conclusion of the contract. The information published on the website and on the Platforms (availability, rates, descriptions) constitutes an **invitation to treat** and not an offer to the public within the meaning of Art. 1336 of the Italian Civil Code. The contract is concluded:

- for online bookings, at the moment the Guest receives the **booking confirmation** generated by the system and sent to the e-mail address provided, pursuant to Art. 13(1) of Legislative Decree No. 70/2003;
- for bookings by e-mail or messaging service, in accordance with Art. 4.4;
- for telephone bookings, in accordance with Art. 4.5;
- for bookings through a Platform, in accordance with the rules of that Platform.

In all cases the booking confirmation contains: the booking reference number; the Guest's details; the arrival and departure dates; the number of guests; the total price; the amount of the tourist tax; the means of payment chosen, stating the date on which the card will be charged or the deadline for the bank transfer; the applicable cancellation conditions; check-in instructions; and the Operator's contact details.

4.8 Durable medium and record-keeping. The booking confirmation, together with these Conditions and the privacy notice, constitutes confirmation of the distance contract on a durable medium pursuant to Art. 51(7) of the Italian Consumer Code, sent within a reasonable time and in any event before the stay begins. The Operator retains the contractual documentation for the period required by law; the Guest is advised to keep a copy. The contractual terms are accessible to and reproducible by the Guest pursuant to Art. 12(3) of Legislative Decree No. 70/2003.

4.9 Availability and failure to conclude the contract. In exceptional cases — including failure to authorise payment, the detection of a technical synchronisation fault between sales channels

resulting in the same dates being allocated twice, or the manifest pricing error referred to in Art. 5.5 — the contract is not concluded. The Operator shall notify the Guest without delay and refund in full any amount charged, within **14 days** and by the same means of payment, at no further cost to the Guest. Availability communicated by e-mail, messaging service or telephone is subject to confirmation and is regarded as reserved only from the moment the contract is concluded.

4.10 The booking Guest must be at least **18 years of age** and warrants the accuracy and truthfulness of the information provided. The booking Guest is jointly and severally liable with the other guests for the performance of all obligations arising under the contract, including compensation for any damage.

4.11 The Operator reserves the right to decline booking requests, without any obligation to give reasons, subject to the prohibition of discrimination laid down in Art. 21 of Regulation (EU) 2018/302 and applicable national law, and in particular where: the request is incomplete or untruthful; the number of guests exceeds the authorised capacity; or the stated purpose of the stay is incompatible with the tourist use of the Property (for example events, parties, or photographic or video shoots for commercial purposes).

4.12 Minimum stay: the minimum stay is **3 nights**; the Operator may apply different minimum durations at certain times of the year, indicating them on its sales channels.

5. Prices, rates and price information

5.1 Prices are expressed in Euro and include VAT where applicable. The current **price list** is published on the property's website and displayed inside the Property, pursuant to Art. 17(1)(g) and (h) of Regional Regulation of Lazio No. 8/2015. The Operator does not charge prices differing from those displayed (Art. 17(1)(i)).

5.2 The price stated in the booking confirmation is binding on both parties and includes: overnight accommodation for the number of guests indicated; bed and bath linen; utilities (water, electricity, heating/air conditioning on the basis of normal and careful use); Wi-Fi; and final cleaning.

5.3 Not included in the price and payable separately: the tourist tax referred to in Art. 11; any mid-stay change of linen; additional cleaning; the transfer service; and a cot or extra bed.

5.4 The Operator may amend published rates at its discretion; such amendments do not affect bookings already confirmed.

5.5 Manifest clerical or calculation errors in the stated price do not bind the Operator, who shall promptly notify the Guest; in that case the Guest may confirm the booking at the corrected price or terminate the contract at no cost, with full refund of the amounts paid.

6. Payments and security deposit

6.1 Payment service provider. Online payments are processed through the gateway of **Nexi Payments S.p.A.** — a payment institution authorised and supervised by the Bank of Italy —

integrated into the Krossbooking booking engine. Card details are entered by the Guest directly in the secure environment of the payment service provider, over an encrypted connection and in accordance with PCI-DSS standards. **The Operator has no access to, and does not process or store, the full card number, the expiry date or the security code (CVV/CVC).**

6.2 Strong customer authentication. The transaction may require Strong Customer Authentication pursuant to Arts. 10-*bis* et seq. of Legislative Decree No. 11 of 27 January 2010, implementing Directive (EU) 2015/2366 (PSD2), typically by means of 3-D Secure. Failure to complete authentication results in the transaction being declined and the booking not being concluded, in accordance with Art. 4.9.

6.3 No advance payment. No advance payment or deposit is due at the time of booking. The Guest receives the booking confirmation without paying any amount, on the terms set out in Arts. 6.4 and 6.5 according to the means of payment chosen.

6.4 Payment by credit or debit card. The Guest registers their card details when booking, in the secure Nexi environment, as security for the booking. Registration of the card does not give rise to any charge. The total price of the stay is charged to the registered card **from the thirtieth day before the arrival date**, that is, from expiry of the free cancellation deadline set out in Art. 8.1. The Guest undertakes to keep the card valid and sufficiently funded until that date; failure of the charge — whether because the card has expired, has been cancelled or blocked, has insufficient funds, or for any other cause attributable to the Guest — constitutes non-performance and entitles the Operator to terminate the contract pursuant to Art. 1456 of the Italian Civil Code, following written notice and the grant of a period of 3 days to remedy, without prejudice to the Operator's entitlement to the price under Art. 8.1.

6.5 Payment by bank transfer. A Guest who chooses to pay by bank transfer must pay the total price of the stay with a value date **no later than the thirty-first day before the arrival date**. In that case the booking confirmation is conditional upon the funds being credited within that deadline; failing which the booking is treated as having no effect and the dates are released. Amounts paid are refundable in full where cancellation is notified by the thirty-first day before arrival, in accordance with Art. 8.1.

6.6 Bookings made fewer than thirty-one days before arrival. For bookings made when fewer than thirty-one days remain before the arrival date, the free cancellation deadline has already expired: the total price of the stay is therefore due in full at the time of booking and is non-refundable in accordance with Art. 8.1. Payment is made by immediate charge to the card or, at the Guest's request, by bank transfer; in the latter case the booking confirmation is conditional upon the full amount being credited before the arrival date, and the Guest must send a copy of the transfer receipt.

6.7 Accepted means of payment: credit and debit cards of the schemes enabled through Nexi; bank transfer (IBAN IT60A0200805206000430576125 – account holder **Jacopo Pitorri**). No means of payment other than those listed above is accepted for the price of the stay. Pursuant to Art. 62 of the Italian Consumer Code, no surcharge is applied for the use of particular means of payment. Bank charges relating to transfers are borne by the payer.

6.8 Security deposit and card guarantee. In addition to the price of the stay, the Operator may require, at the time of booking or at check-in, a **pre-authorisation** on a credit card, or a non-

interest-bearing security deposit of **€ 200.00**, as security for any damage to the Property, its furnishings and equipment, for missing items, for amounts due for ancillary services, or for breaches of the rules of use. A pre-authorisation is not a charge: the amount is rendered unavailable on the card's credit limit and is released according to the timescales of the card scheme and the issuer. The deposit is refunded, or the pre-authorisation released, within **7 days** of check-out, following inspection of the Property and net of any amounts due. Any charge is preceded by written notice stating the reason and enclosing supporting documentation. Such retention does not preclude the Operator's right to compensation for any further loss.

6.9 Disputes and chargebacks. A Guest who considers a charge not to be due is invited to contact the Operator first, in accordance with Art. 17, so that the matter may be examined directly. The Guest's right to initiate dispute procedures with their card issuer remains unaffected. Where a dispute proves unfounded, the Operator is entitled to recover the amounts and the documented costs incurred in handling the procedure.

6.10 Refunds. Refunds are made by the same means of payment used for the original payment, unless expressly agreed otherwise, and at no cost to the Guest. Crediting times depend on the card issuer or the bank and are not attributable to the Operator.

6.11 Tax documentation. The Operator issues proper tax documentation. A Guest requiring an invoice must provide the billing details no later than the time of payment.

7. Consumer right of withdrawal

7.1 Pursuant to Art. 59(1)(n) of Legislative Decree No. 206/2005 (Italian Consumer Code), the right of withdrawal provided for in Arts. 52 to 58 of that Code **does not apply** to contracts for the provision of accommodation for purposes other than residential where the contract provides for a specific date or period of performance.

7.2 Accordingly, a Guest who is a consumer does not have the fourteen-day right of withdrawal in respect of bookings made at a distance with Casa Vacanze Aura. The cancellation rights set out in Art. 8 remain unaffected; these are contractual and not statutory in nature.

7.3 The Guest acknowledges having been informed, before the conclusion of the contract, that the right of withdrawal does not apply, pursuant to Art. 49(1)(m) of the Italian Consumer Code.

8. Cancellation and amendment of the booking

8.1 Cancellation by the Guest (direct bookings). Unless otherwise agreed in writing, and save where a non-refundable rate expressly designated as such applies, the following conditions apply:

Time of the cancellation notice	Consequence
by the thirty-first day before the arrival date	free cancellation: no amount is due; where payment has already been made, a full 100% refund of the amounts paid
from the thirtieth day before the	100% of the price of the stay is payable; no refund is

Time of the cancellation notice	Consequence
arrival date, or failure to arrive (<i>no-show</i>)	due

For the purposes of this calculation, the day of arrival counts as day zero and part-days are disregarded.

8.2 Non-refundable rates. Bookings made at a discounted rate expressly indicated as “non-refundable” give rise to no right to a refund in the event of cancellation, amendment or failure to arrive.

8.3 Early departure and late arrival. Interruption of the stay at the Guest’s initiative, late arrival or early departure give rise to no right to any refund, even partial, for nights not used.

8.4 Amendments. Requests to change dates or the number of guests will be accommodated subject to availability and may entail an adjustment of the rate. A request for amendment that is not accommodated does not amount to a free cancellation.

8.5 Reduction in the number of guests. A reduction in the number of guests notified after the **thirty-first day** before arrival does not entail any reduction in the price, without prejudice to the lower amount due by way of tourist tax.

8.6 Cancellations must be notified in writing to info@casavacanzeaura.it; the date of receipt of the notice is determinative. Refunds are made within **14 days** by the same means of payment used for the original payment, unless otherwise agreed.

8.7 Bookings through a Platform. For bookings made through an OTA, the cancellation policy published on the relevant Platform listing applies and prevails over this Article.

9. Cancellation by the Operator, unavailability of the Property and force majeure

9.1 The Operator may cancel the booking, refunding in full the amounts paid and with no further liability in damages, where circumstances arise that are not attributable to the Operator and that render the Property uninhabitable, unsafe or unusable (for example: structural failures, water damage, prolonged interruption of utilities, measures taken by the authorities, urgent building works, natural events, epidemics, or regulatory restrictions on travel or hospitality).

9.2 In such cases the Operator shall endeavour, without being obliged to do so, to offer the Guest alternative accommodation of equivalent or higher category in the same area; where this is accepted, any price difference shall not be charged to the Guest.

9.3 Pursuant to Art. 1218 of the Italian Civil Code, neither party is liable for non-performance arising from a cause not attributable to it. Supervening impossibility of performance is governed by Arts. 1256, 1463 and 1464 of the Italian Civil Code.

9.4 Where the Operator cancels for reasons attributable to it, the Guest is entitled to a full refund of the amounts paid and to compensation for proven loss, within the limits set out in Art. 16.

10. Check-in, check-out and mandatory identification of guests

10.1 Times. Check-in from **14:00**; check-out by **10:00**. Arrivals outside the stated window must be agreed in advance and may attract a supplement of **€ 30.00**. Early check-in and late check-out are granted only by prior written agreement and subject to availability.

10.2 Mandatory identification. Pursuant to **Art. 109 of Royal Decree No. 773 of 18 June 1931 (TULPS – Consolidated Law on Public Security)**, the Operator is required to **identify each guest in person** — including minors — before handing over the keys and granting access to the Property, and to report the particulars of those accommodated to the Provincial Police Headquarters (*Questura*) through the “Alloggiati Web” portal within 24 hours of arrival (within 6 hours for stays of no more than 24 hours), in accordance with the Ministerial Decree of the Interior of 7 January 2013 as amended.

10.3 Identification takes place **face to face**, either in person or by real-time video link with the Operator, in accordance with the Circular of the Ministry of the Interior ref. no. 38138 of 18 November 2024, the lawfulness of which was upheld by the Council of State in judgment no. 9101 of 21 November 2025. **Self-access to the Property based solely on the electronic submission of documents and the communication of an access code, or on the use of a key box without prior visual verification of identity, is not permitted.**

10.4 Each guest must therefore present **valid identification** (identity card or passport; for non-EU nationals, a passport and, where required, a visa). The Operator will refuse access to anyone unable to present valid identification, and this gives rise to no right to a refund.

10.5 The Property must be vacated by the check-out time, cleared of personal belongings, with all keys returned. Unauthorised late vacating attracts a charge of **€ 100.00 for each hour** of delay, without prejudice to any further loss. Failure to return or loss of keys attracts a charge for the cost of duplication and, where necessary, replacement of the lock, at the documented actual cost.

10.6 Any personal belongings left behind are kept for **30 days**; they may be shipped at the Guest's expense and risk.

11. Tourist tax (*contributo di soggiorno*)

11.1 The Roma Capitale tourist tax, established under Art. 4 of Legislative Decree No. 23 of 14 March 2011 and governed by the Roma Capitale Tourist Tax Regulation (Resolution of the Capitoline Assembly No. 29/2021 as amended), with the rates approved by Resolution of the Capitoline Council No. 255 of 17 July 2023, in force since 1 October 2023, **is not included in the price of the stay** and is payable by each guest not resident within the territory of Roma Capitale.

11.2 The rate applicable to this property is **€ 6.00 per person per night**, for a maximum of **10 consecutive nights** at the same property. From the eleventh night onwards, no tax is due.

11.3 The tax is collected by the Operator, as the party responsible for payment, and remitted to Roma Capitale within the statutory deadlines. Payment is made at check-in, by cash, card or bank transfer.

11.4 The following, among others and within the limits laid down by the Capitoline Regulation, are exempt: minors up to their tenth birthday; persons requiring medical treatment and those accompanying them; persons with a severe disability certified under Art. 3(3) of Law No. 104/1992 and their family carer; coach drivers and tour escorts within the limits laid down; and law-enforcement personnel on duty. **Exemption is not automatic:** it must be requested at check-in and evidenced by suitable documentation or by a statutory declaration made under Presidential Decree No. 445/2000, which the Operator is required to retain.

11.5 Where a guest refuses to pay the tax, the Operator is required to record that refusal by means of a signed statement, and remains obliged to remit the amount to the Administration.

11.6 For bookings through a Platform, the tax may be collected directly by the Platform: in that case no second payment will be requested at the property. Guests are advised to check their booking summary.

12. Maximum number of guests, minors and visitors

12.1 The Property may accommodate a maximum of **4 persons**, corresponding to the number of beds declared in the SCIA. The Operator may not provide more beds than the number declared (Art. 17(1)(e), Regional Regulation of Lazio No. 8/2015).

12.2 The presence of persons not declared at the time of booking and not identified in accordance with Art. 10 constitutes a **material breach** and entitles the Operator to terminate the contract with immediate effect pursuant to Art. 1456 of the Italian Civil Code, to remove the occupants and to retain the entire price, in addition to charging **€ 80.00 per person per night** and claiming compensation for any further loss.

12.3 Minors must be accompanied by at least one adult, who assumes supervision of them and is liable for them pursuant to Arts. 2047 and 2048 of the Italian Civil Code. The Property is not fitted with child-specific safety devices other than those expressly indicated; the use of a cot, child bed, high chair or changing table is at the sole responsibility of the accompanying adults.

12.4 Visitors. Persons other than registered guests may not enter the Property without the Operator's prior written authorisation. Visitors may not stay overnight under any circumstances.

13. Rules of use of the Property

The Guest must use the Property with due care and diligence (Art. 1587 of the Italian Civil Code) and comply with the following rules, which form an integral part of the contract.

13.1 Permitted use. The Property may be used exclusively for tourist purposes and temporary residential use. Any other use is prohibited, including the carrying out of professional or commercial activities, the serving of food or beverages, photographic or audiovisual production for commercial purposes, as well as subletting, assignment to third parties and making the Property or any part of it available to others, whether or not for consideration.

13.2 Parties and events. Organising parties, receptions, gatherings or events of any kind is **prohibited**. Breach entails immediate termination of the contract pursuant to Art. 1456 of the Italian Civil Code, with no right to any refund.

13.3 Quiet enjoyment and building rules. The Property is located in a building held in condominium ownership. The Guest must comply with the building regulations, a copy or extract of which is provided, and in particular with the **quiet hours from 22:00 to 08:00 and from 14:00 to 16:00**. Noise, loud music and shouting are prohibited, including on the balcony and in common areas. Noise emissions exceeding normal tolerability are prohibited under Art. 844 of the Italian Civil Code.

13.4 No smoking. Smoking is **prohibited** inside the Property, including electronic cigarettes (Law No. 3 of 16 January 2003, Art. 51). Smoking is permitted **only on the balcony**, using the receptacles provided and without disturbing neighbours. Breach of this prohibition attracts a charge for sanitisation costs of **€ 150.00**.

13.5 Pets. Pets are **not permitted**. This is without prejudice, in the cases provided for by law, to the right of access of guide dogs and of assistance animals serving persons with disabilities, pursuant to Law No. 37 of 14 February 1974 as amended; in that case the person accompanied is liable for the animal's behaviour pursuant to Art. 2052 of the Italian Civil Code and shall ensure its supervision, hygiene and compliance with the building rules.

13.6 Safety. The following are prohibited: bringing in or using flammable, explosive, toxic or unlawful substances; lighting open flames, candles, incense, portable stoves or barbecues; installing non-compliant electrical equipment or tampering with systems, locks, appliances, smoke or gas detectors or fire extinguishers; and obstructing escape routes. The Guest shall take note of the fire escape plan displayed in the Property (Art. 17(1)(c), Regional Regulation of Lazio No. 8/2015) and of the safety instructions.

13.7 Systems and utilities. The Guest undertakes to use utilities reasonably, not to leave air conditioning or heating running with windows open, and to turn off the water, lights and appliances when absent. Manifestly abnormal consumption attributable to careless use may be charged on the basis of utility records.

13.8 Waste. The Guest must separate waste for recycling in accordance with the arrangements and collection calendar of the Roma Capitale waste management service, following the instructions provided in the Property.

13.9 Kitchen. The kitchen may be used to prepare meals for personal use. Any activity involving the serving of food or beverages is prohibited (Art. 7(2), Regional Regulation of Lazio No. 8/2015).

13.10 Securing the Property. The Guest must close doors and windows when absent, must not leave keys accessible to third parties, must not duplicate keys, and must immediately report to the Operator any fault, malfunction or damage.

13.11 Access by the Operator. The Operator, or personnel appointed by the Operator, may access the Property on at least **2 hours'** notice and at agreed times, for maintenance, inspection or cleaning. In cases of urgency, danger to persons or property, or reasonable suspicion of a breach of these Conditions, access may take place without notice.

13.12 Surveillance devices. No cameras, audio recording devices or noise sensors are installed inside the Property. The following devices are installed in external or common areas: a **digital door viewer** on the armoured entrance door, and a **volumetric motion sensor** serving the balcony and patio. These devices are operated in accordance with Regulation (EU) 2016/679 and the Italian Data Protection Authority's guidance on video surveillance; they do not record audio.

13.13 Serious or repeated breach of the rules in this Article, following any warning, entitles the Operator to terminate the contract with immediate effect pursuant to Art. 1456 of the Italian Civil Code, obliging the Guest to vacate the Property immediately and with no right to any refund, without prejudice to compensation for loss.

14. Ancillary services

14.1 Wi-Fi. The connection is provided free of charge as a courtesy. The Operator does not guarantee continuity, speed or freedom from interruption and is not liable for any disruption attributable to the provider. The Guest is responsible for the use made of it and undertakes not to engage in unlawful activity, in breach of copyright or of criminal law.

14.2 Assistance. Telephone assistance is available at the contact details given in Art. 1, in the manner and during the hours indicated on the sales channels. Assistance does not entail the continuous physical presence of staff at the property.

14.3 Luggage storage. The luggage storage service, where offered, is provided as a courtesy and does not constitute deposit in the legal sense. The Operator does not assume custody of the items and is not liable for theft, loss or deterioration, save in cases of gross negligence or wilful misconduct. To the extent that Arts. 1783 et seq. of the Italian Civil Code are applicable by virtue of Art. 1786, liability for items not handed over for safekeeping is in any event limited to one hundred times the daily accommodation price. Guests are advised not to leave money, jewellery, electronic devices or valuables.

14.4 Transfer service. Airport transfers are available on prior booking only, for a charge, and are performed by authorised third-party operators (chauffeur-driven hire service under Law No. 21 of 15 January 1992). The Operator acts solely as an intermediary and is not liable for the performance of the service, for delays or for the carrier's non-performance, the carrier's liability being governed by the relationship between the Guest and the carrier. For the reasons set out in Art. 3.3, this service does not turn the stay into package travel.

14.5 Cleaning. Final cleaning is included in the price. Daily cleaning is not provided. Change of linen is carried out **on request, for a supplement of € 30.00**. The Property must be returned in a reasonably clean condition; where its condition requires extraordinary cleaning, the documented costs are charged to the Guest.

14.6 Lift, changing table and other equipment. Use of the lift, changing table and other equipment is at the Guest's responsibility and in accordance with the operating instructions. The lift is part of the common building services: any stoppage for maintenance or breakdown not attributable to the Operator gives rise to no right to a price reduction or compensation.

15. Guest liability and damage

15.1 The Guest is liable for any damage caused to the Property, its furnishings and equipment, the common parts of the building and third parties, whether caused by the Guest or by persons for whom the Guest is responsible, pursuant to Arts. 1588, 1590, 2043, 2047 and 2048 of the Italian Civil Code.

15.2 The Guest must immediately report to the Operator any damage or malfunction noted on arrival or occurring during the stay. Failure to report promptly gives rise to a presumption that the damage is attributable to the Guest.

15.3 The amount of the damage is determined on the basis of the documented cost of repair or replacement, taking account of normal wear and tear, and is charged to the Guest, including by drawing on the security deposit referred to in Art. 6.8, following written notice and transmission of supporting documentation.

15.4 The Guest is responsible for complying with public safety and public order rules during the stay and shall indemnify the Operator against any claim, penalty or demand for compensation brought by third parties, by the building's owners' association or by the authorities as a result of the Guest's conduct.

16. Operator liability and limitations

16.1 The Operator is liable for the proper performance of its obligations within the limits laid down by law and has taken out third-party liability insurance in respect of clients, pursuant to Art. 17(3)(c) of Regional Regulation of Lazio No. 8/2015.

16.2 The Operator is not liable for: valuables, money and documents left unattended by the Guest in the Property or in common areas; loss arising from unforeseeable events, force majeure or the act of a third party; interruptions to utilities, building services or the internet connection attributable to suppliers, to the building's owners' association or to third parties; inconvenience arising from public or building works, from traffic or from the activities of third parties nearby, where unforeseeable and outside the Operator's control; or loss resulting from improper use of the Property, its equipment or its systems by the Guest.

16.3 No provision of these Conditions may be construed as excluding or limiting the Operator's liability for wilful misconduct or gross negligence (Art. 1229 of the Italian Civil Code), nor the mandatory rights conferred on consumers by Legislative Decree No. 206/2005 and applicable law. Any term that may be classified as unfair under Arts. 33 et seq. of the Italian Consumer Code shall be treated as not having been included as against a Guest who is a consumer.

16.4 The photographs and descriptions published on the website and on the Platforms are accurate and current. Minor aesthetic differences in furnishings, resulting from replacement or maintenance, do not constitute non-performance provided an equivalent standard of equipment is maintained.

16.5 The Operator declares that the Property complies with the safety requirements laid down in Art. 13-ter(7) of Decree-Law No. 145/2023, converted into Law No. 191/2023, and is fitted with combustion gas and carbon monoxide detectors and a portable fire extinguisher.

17. Complaints and dispute resolution

17.1 Any complaint concerning the stay must be notified to the Operator **promptly and in any event during the stay**, at the contact details given in Art. 1, so as to allow remedial action.

Complaints made after the stay must be submitted in writing to info@casavacanzeaura.it within **10 days** of check-out. The Operator will reply within **15 days** of receipt.

17.2 Alternative dispute resolution (ADR). Pursuant to Arts. 141 et seq. of the Italian Consumer Code, a Guest who is a consumer may have recourse to an ADR body listed in the register held by the Italian Ministry of Enterprise and Made in Italy, or to the conciliation service of the Rome Chamber of Commerce. Such recourse is optional and does not preclude access to the ordinary courts. The option of initiating mediation under Legislative Decree No. 28 of 4 March 2010 remains available.

17.3 Please note that the European Online Dispute Resolution (ODR) platform was decommissioned with effect from 20 July 2025 by Regulation (EU) 2024/3228, which repealed Regulation (EU) No. 524/2013. Information on the redress mechanisms available within the European Union can be found on the European Commission's consumer protection portal.

18. Processing of personal data

18.1 Guests' personal data are processed by the Operator, as data controller, in accordance with Regulation (EU) 2016/679 (GDPR) and Legislative Decree No. 196 of 30 June 2003, as amended by Legislative Decree No. 101/2018.

18.2 Data are processed for: performance of the accommodation contract (Art. 6(1)(b) GDPR); compliance with legal obligations, including reporting the particulars of those accommodated to the public security authority under Art. 109 TULPS, statistical obligations towards the Lazio Regional Tourism Agency under Art. 2(3) of Regional Regulation No. 8/2015, obligations relating to the tourist tax, and tax and accounting obligations (Art. 6(1)(c) GDPR); and the establishment and defence of legal claims (Art. 6(1)(f) GDPR).

18.3 Provision of the data required for identification and for reporting to the public security authority is **required by law**: refusal prevents access to the Property.

18.4 Recipients of the data. Data are disclosed to:

- a) **Solutions Plus S.r.l.** (VAT no. 07375150724), supplier of the Krossbooking platform (PMS, channel manager and booking engine), acting as **data processor** pursuant to Art. 28 GDPR under a dedicated appointment;
- b) **Nexi Payments S.p.A.**, payment service provider, which processes data relating to the payment transaction as an **independent controller**, for purposes connected with

executing the transaction, preventing fraud and complying with anti-money-laundering obligations;

- c) any **intermediation Platforms** used, as independent controllers for the purposes of their own platforms;
- d) the **public security authority** (Alloggiati Web portal), the **Lazio Regional Tourism Agency, Roma Capitale** and its tourist tax collection agent, the **Italian Ministry of Tourism** (BDSR) and the **Italian Revenue Agency**;
- e) the tax adviser, the accountant, and suppliers of technical and maintenance services, to the extent necessary.

Data are not disseminated or transferred to third countries, save as may be provided by the Platforms under their own privacy notices.

18.5 The full privacy notice under Arts. 13 and 14 GDPR, setting out retention periods, the current list of processors and how to exercise the rights under Arts. 15 to 22, is available at <https://www.iubenda.com/privacy-policy/67946560> and is provided to the Guest at check-in.

19. Information and transparency obligations

19.1 The Operator displays the classification mark awarded and the plaque showing the type of establishment, its name, classification, telephone contact, website, SCIA details and opening periods, pursuant to Art. 17(1) and (3) of Regional Regulation of Lazio No. 8/2015.

19.2 The CIN is displayed on the exterior of the building, where permitted by municipal and building regulations, and is stated in every listing published on any channel, pursuant to Art. 13-ter(4) and (5) of Decree-Law No. 145/2023.

19.3 The Operator complies with the data reporting obligations laid down in Regulation (EU) 2024/1028 on the collection and sharing of data relating to short-term accommodation rental services, applicable from 20 May 2026, in so far as they concern the Operator.

20. Final provisions

20.1 Amendments. The Operator may amend these Conditions at any time. Bookings already confirmed are governed by the version in force on the date of the booking confirmation, which the Guest is advised to retain.

20.2 Severability. The nullity, invalidity or ineffectiveness of any individual provision does not render the remaining provisions void; they remain fully effective pursuant to Art. 1419 of the Italian Civil Code.

20.3 No waiver. Any tolerance by the Operator of conduct by the Guest in breach of these Conditions does not constitute a waiver of the rights arising from the provisions breached.

20.4 Notices. All communications between the parties are validly made to the addresses given in Art. 1 and to those provided by the Guest when booking. The Guest must notify any change promptly.

20.5 Language. These Conditions are drawn up in Italian. Where they are translated into other languages, the Italian version prevails in the event of any discrepancy.

20.6 Governing law and jurisdiction. The contract is governed by Italian law. Disputes with a Guest who is a consumer fall within the exclusive jurisdiction of the courts of the place of the consumer's residence or elected domicile, pursuant to Art. 66-*bis* of Legislative Decree No. 206/2005; for consumers resident in other Member States of the European Union, Arts. 17 to 19 of Regulation (EU) No. 1215/2012 continue to apply. In relations with Guests who are not consumers, the Court of Rome has exclusive jurisdiction.

Legislative references

European legislation - Regulation (EU) 2016/679 – protection of personal data (GDPR) - Regulation (EU) No. 1215/2012 – jurisdiction - Regulation (EU) 2024/1028 – collection and sharing of data on short-term rentals (applicable from 20 May 2026) - Regulation (EU) 2024/3228 – decommissioning of the ODR platform (repealing Regulation (EU) No. 524/2013)

Italian national legislation - Royal Decree No. 773 of 18 June 1931 (TULPS), Art. 109 – identification and reporting of persons accommodated - Italian Civil Code: Arts. 844, 1218, 1229, 1256, 1336, 1419, 1456, 1463–1464, 1571, 1587–1590, 1783–1786, 2043, 2047–2048, 2052 - Law No. 37 of 14 February 1974, as amended – access for guide dogs - Law No. 3 of 16 January 2003, Art. 51 – smoking ban - Legislative Decree No. 70 of 9 April 2003 – electronic commerce (Arts. 7, 12 and 13) - Legislative Decree No. 11 of 27 January 2010 – payment services, as amended implementing Directive (EU) 2015/2366 (PSD2) - Legislative Decree No. 196 of 30 June 2003 and Legislative Decree No. 101/2018 – Italian Data Protection Code - Legislative Decree No. 206 of 6 September 2005 – Italian Consumer Code (in particular Arts. 33 et seq., 49, 51, 52–58, **59(1)(n)**, 62, 66-*bis*, 141 et seq.) - Legislative Decree No. 28 of 4 March 2010 – civil mediation - Legislative Decree No. 23 of 14 March 2011, Art. 4 – tourist tax - Legislative Decree No. 79 of 23 May 2011 (Italian Tourism Code), as amended by Legislative Decree No. 62 of 21 May 2018 – Arts. 33 et seq. (package travel), Art. 53 (tourist lettings) - Ministerial Decree of the Interior of 7 January 2013, as amended – electronic transmission of guest registration records - Decree-Law No. 50 of 24 April 2017, Art. 4 – short-term lettings - Decree-Law No. 145 of 18 October 2023, Art. 13-*ter*, converted into Law No. 191 of 15 December 2023 – CIN, BDSR, safety requirements - Ministry of Tourism Decree of 6 June 2024, ref. no. 16726/24 – BDSR interoperability decree - Circular of the Ministry of the Interior ref. no. 38138 of 18 November 2024 – face-to-face identification; Council of State, Third Chamber, judgment no. 9101 of 21 November 2025

Regional legislation (Lazio) - Regional Law No. 13 of 6 August 2007 – organisation of the Lazio tourism system (Arts. 23, 25, 28, 31) - Regional Regulation No. 8 of 7 August 2015, as amended (R.R. 14/2017; R.R. 5/2023; Regional Law 20/2024) – non-hotel accommodation establishments: Art. 1 (database and identification code), Art. 2 (tourist flows), **Art. 7 (holiday houses and apartments)**, Art. 13 (classification), Art. 14 (SCIA), Art. 16 (naming), **Art. 17 (obligations of the owner or operator)**, Annex A4 (minimum requirements)

Municipal legislation (Roma Capitale) - Roma Capitale Tourist Tax Regulation – Resolution of the Capitoline Assembly No. 29/2021 as amended (Resolutions of the Capitoline Assembly Nos. 87/2022 and 34/2024) - Resolution of the Capitoline Council No. 255 of 17 July 2023 – tourist tax rates in force from 1 October 2023