



Zer0Dep DAMAGE REIMBURSEMENT POLICY FOR VILLAS

SECTION I: THE REGULATIONS:

This document, provided to the guests, sets forth the terms and rules that ensure and protect the guests from accidental damage caused to the villas and their contents during the stay.

If, during the rental period of the property, a guest included in the booking causes accidental damage to the building or its contents, Emma Villas Spa will guarantee reimbursement of the costs the owner must incur to replace or repair the damaged items, ensuring the guest is not held liable for any compensation claims.

Accidental damage refers to damage caused by unforeseen, sudden, and, above all, fortuitous events that do not result from the direct intent of the person involved.

Any damage for which at least one of the guests in the booking is responsible, even in cases of gross fault, negligence, or lack of skill by persons or animals for whom they are accountable, is eligible for indemnification.

Intentional damage, which can in any way be attributed to voluntary or vandalistic acts, is not subject to reimbursement. For such acts, the provisions of the Italian Penal Code, specifically Article 639, apply, as outlined below:

“Anyone who, outside the cases provided by Article 635, defaces or stains someone else's movable property is punished, upon complaint of the offended person, with a fine up to €309. If the act is committed on real estate or public or private transportation, the penalty is imprisonment from one to six months or a fine from €300 to €1,000.”

In the event that Emma Villas S.p.A., the owner, or the Property Manager detects acts of vandalism inflicted on the booked property and/or its contents, they have the right to file a formal complaint with the competent authorities, which will result in the initiation of criminal proceedings. Criminal behavior will not be accepted under any circumstances!

Before leaving the property, during check-out, a verification of the property's condition and its contents must be performed. This verification should be conducted by the guest and the owner or assigned Property Manager to confirm any damage incurred during the stay. In case of damage, a "verification form" will be completed, which must be signed by the guest.

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Guests are required not to dispose of damaged goods but to retain them so that the owners or the Property Managers appointed by Emma Villas S.p.A. can inspect them during check-out.

Any theft of items from the villas will be considered theft and, as such, will be regulated by Article 624 of the Italian Penal Code.

We recommend that the guests promptly inform the owners and Property Managers of any damage caused to the property and/or its contents during their stay.

SECTION II: EXCLUSIONS AND LIMITATIONS

Reimbursements are excluded for damage caused by or resulting from:

- a) Fraud, vandalism;
- b) Electrical phenomena not accidentally caused by the guest;
- c) War, invasion, military occupation, insurrection, revolution, confiscation or requisition, strikes, riots or popular movements, looting, acts of terrorism, and vandalism;
- d) Frost, humidity, leaking, lack of or insufficient maintenance, fire, explosion, rupture or sudden breakage;
- e) Theft;
- f) Normal wear and tear of the property; for example, not limited to: marks on the walls, small stains on the floor, small scratches on the walls, rust, etc.;
- g) Breakage or damage to collections and artwork;
- h) Defects for which the builder or supplier is legally or contractually responsible;
- i) Loss or damage to furnishings not owned by the property owner;
- j) Damage caused by the operation of motor vehicles, which must be handled by the vehicle's liability insurance.

Additionally excluded are:

- k) Non-touristic rentals;
- l) Cleaning expenses related to the normal maintenance of the rented property;
- m) Breakage of standard household tableware.

SECTION III: GUEST'S OBLIGATIONS IN CASE OF DAMAGE

In the event of damage to the property or its contents, the guest is required to notify the owner, the Property Manager, or Emma Villas S.p.A. immediately and no later than check-out. Before leaving the property, the guest must complete and sign the "Verification Form" ("Scheda di Verifica"), indicating the damaged items and specifying how the damage occurred.