

**POLICY “miLoft”**

These rules and regulations have been drawn up for maximum transparency to safeguard the company and consequently to ensure that our customers receive punctual quality service.

We aim to evaluate any circumstance which might arise sensibly and sympathetically.

**ITEM 1 - Definitions**

“miLoft” is a registered trademark property of Brain s.r.l. situated in Via Solari 11, Milano. Brain s.r.l. is the owner of the premises and owner of the rooms for rent business.

By “OUR” we mean “miLoft” (Brain s.r.l.) with legal headquarters situated in Via Solari 11, Milano

By “GUEST” or “CUSTOMER” we mean anyone who has booked a room and is staying on the premises of “miLoft” (Brain s.r.l.)

By “BOOKING” we mean the total duration of the stay.

By “CONFIRMATION OF BOOKING” we mean the email confirmation sent by “miLoft” (Brain s.r.l.) to the customer as acceptance of the booking.

By “POLICY” we mean all the rules and regulations including obligations, restrictions and prohibitions established by “miLoft” (Brain s.r.l.) when providing service to the customer.

By “STANDARD CHECK-IN TIME” we mean the working day times (between 14:00 and 20:00, on request between 10:00 and 13:00) when a customer may check in without paying an additional charge.

By “LATE CHECK-IN” we mean an additional service that allows check-in outside standard times. This service is available on request at a charge.

By “NO SHOW” we mean that the customer has not turned up during the standard check-in time and has not informed us of a late arrival or made arrangements for a possible late arrival.

By “CHECK-OUT” we mean when a customer vacates the room on the day of departure, the moment when the service and the contract cease.

**ITEM 2 - Contacts**

### 2.1

Customers will be contacted by an e-mail sent by [info@miLoft.com](mailto:info@miLoft.com) to the email address supplied by the customer or by a text message to the mobile phone number supplied by the customer. Proof that the email or text message have been sent will be considered, without exception, as proof of reception of the message.

### 2.2

Should a customer not supply "miLoft" (Brain s.r.l.) with a valid email address or telephone number the customer will not hold "miLoft" (Brain s.r.l.) responsible for the company's failure to contact the customer for any reason whatsoever.

## ITEM 3 – Personal Information and Privacy

### 3.1

In compliance with privacy regulations "miLoft" (Brain s.r.l.) is authorized to provide third parties with customer information necessary for the execution of the contract, the booking or any additional services. The customer thereby authorizes "miLoft" (Brain s.r.l.) to hold and to use such information.

### 3.2

The customer is aware of and unconditionally accepts that in some communal parts of the building and the apartment CCTV cameras may be present. The use of these cameras is in conformity with existing legislation.

## ITEM 4 – Booking, deposit, check-in and check-out, prices, services

### Bookings

#### 4.1

All booking made with "miLoft" (Brain s.r.l.) are non-reimbursable and cannot be modified.

#### 4.2

The name of the guest can be changed at a cost of 15 Euros per variation. The customer must inform "miLoft" (Brain s.r.l.) by email at least 24 hours before guest's arrival and provide copies of valid ID documents of the new guest.

### Deposit

#### 4.3

On check-in the customer must provide a credit card on which "miLoft" (Brain s.r.l.) is authorized to charge any additional costs at the end of the stay such as: additional services used by the guest during his stay and not paid for directly, purchases, penalties for smoking, theft or damage to property etc. As an alternative the guest may leave a deposit of 150 Euros (One hundred and fifty/00 Euros) which will be returned at the end of the stay after ascertaining that no damage has been done.

### Check-in

#### 4.4

On arrival, all customers must present valid original copies of ID documents (Passport, National ID card, Driving license) bearing a photograph, in keeping with the ID document copies provided at the moment of booking. Should the customer not provide an ID document, in compliance with existing legislation, the company reserves the right to refuse check-in if the customer cannot provide proof of his identity.

#### 4.5

As there is not a 24 hour reception service available, all customers must inform the company of their arrival time when the booking is made or, at the very latest, at least 24 hours before arrival even if the arrival time is foreseen during standard check-in time.

#### 4.6

All check-ins must be made during standard times i.e. between 14:00 and 20:00 from Monday to Friday, and by appointment only on Saturdays. If the customer has not arrived by 20:00, or has not requested a late check-in, the booking will be considered a "no show" and the staff will leave the premises at 20:00.

Late Check-in or check-in on non-working days

#### 4.7

Late check-in or check-in on non-working days i.e. Saturday, Sunday and public holidays are possible if agreed at least 24 hours before arrival.

Late check-in, between 20h and 22h at the cost of € 20 per check-in, between 22h and 23.30h exceptionally at the cost of € 35 per check-in.

#### 4.8

Should a customer book a late check-in or non-working day check-in service but for whatever reason is able to check-in during standard check-in times he must cancel the late check-in service at least 24 hours before arrival date or he may still be charged the late check-in fee.

#### 4.9

It is not possible to check-in after 23:30, not even on payment of an additional charge. Should a customer who has booked a late check-in service not have arrived by 23:30 he will be considered a "no show" and will still be charged for the late check-in service (as the company will have already provided the service). The customer will no longer be entitled to use the room which he had booked as he will not be able to check-in after 23:30.

Early check-in

#### 4.10

Early check-in before standard check-in times, i.e. between 10:00 and 13:00, is possible free of charge, if notice is received by miLoft (Brain s.r.l.) at least 24 hours before arrival. Customers will be received and given keys to the premises and given all the information they need. "miLoft" (Brain s.r.l.) reserves the right to make the room available at 14:00.

Check-out

#### 4.11

Standard check-out times are within h. 11:00

Late check-out is not possible except in particular circumstances and then only after confirmation from "miLoft" (Brain s.r.l.) Customers who wish to keep the room after check-out time, only after receiving authorization from "miLoft" (Brain s.r.l.) and if the room is available, will be charged an amount to be decided by "miLoft" (Brain s.r.l.) which will be a part of, or the total cost of, an extra night.

"miLoft" (Brain s.r.l.) will inform the customer of the additional cost when confirming the availability of the room. If the customer accepts, the amount due will be immediately charged to his credit card which "miLoft" (Brain s.r.l.) has been authorized to use, the amount of the deposit will remain unchanged

#### 4.12

Customers can use our check-out express service at no extra cost. Customers must lock the rooms (after making sure they have left no personal belongings behind) and place the keys (and any unused miLoft breakfast cards) in a designated box. All extra charges must be paid by 18:00 of the last working day before departure.

Any amounts due for damage caused or failure to comply with regulations will be charged to the credit card used to make the booking within 24 hours of the first working day after departure.

#### Prices

#### 4.13

The prices indicated in our email offers or on our [www.miloft.com](http://www.miloft.com) "BOOK NOW" internet site refer only the overnight stay per room whatever the room choice.

#### 4.14

The costs indicated in our email offers or on our [www.miloft.com](http://www.miloft.com) "BOOK NOW" internet site have been calculated in conformity with the "miLoft" (Brain s.r.l.) tariffs in force on the date requested and for the type of room specified in the offer. The rooms are all double rooms (two twin beds or a double bed) and there are no reductions for children or if the room is used by only one guest.

#### "Breakfast +39 02"

#### 4.15

"Breakfast +39 02" is an exclusive service offered by "miLoft" (brain s.r.l.) included in the price of the room only through direct bookings (without intermediary)

You will find a basket in your room with a selection of Bio Naturasi products, that includes also a coffee and a juice fruit.

As an alternative it is available only by request the "Milan Breakfast" which consists of a cappuccino and croissant, ham focaccia bread and freshly squeezed orange juice or fruit juice, that will be served directly at the Mood bar in Via Solari 2, faced on the park, at 100 mt from us. In this case each guest will be given a MiLoft Breakfast Card for each day of his stay which is to be handed over to the provider of the breakfast at the bar.

"Breakfast +3902" is offered by miLoft only through direct bookings by our website or reception (Room Only rates excluded)

It is possible to add it to your stay at the extra cost of € 8.

Choice of service and type of room

4.16

All information regarding "miLoft" (Brain s.r.l.) services can be found on our internet site [www.miloft.com](http://www.miloft.com) under section "ROOM" and section "INFO"

#### **ITEM 5 - Reimbursement**

No amounts actually paid to "miLoft" (Brain s.r.l.) as a deposit or balance for rooms and for "Services&Extras", are reimbursable.

#### **ITEM 6 – Date change**

6.1

No bookings that have been made and confirmed by "miLoft" (Brain s.r.l.) can be modified. The name of guest may be changed, however, as per procedure explained above in item 4.2

#### **ITEM 7 – Number of occupants per room, unauthorized access to unregistered guests**

7.1

"miLoft" (Brain s.r.l.) has five different rooms that may be occupied by a maximum of two people and one triple room. In all rooms, no extra beds can be added and no extra occupants, not even babies or infants, can be admitted (kids from 14 years old). There are no infant cot facilities available.

7.2

Access to the room is restricted to registered guests only. It is strictly forbidden to give access, even temporarily, to anyone who is not registered.

Any offenders will be fined 150 Euros.

#### **ITEM 8 – Payment and invoicing**

8.1

"miLoft" (Brain s.r.l.) reserves the right to charge the customer's credit card with the whole amount of the deposit and balance. City tax which is 3 Euros per night per person will be charged at the end of the stay. If "miLoft" (Brain s.r.l.) is unable to collect the balance due the booking will be deemed null and void and "miLoft" (Brain s.r.l.) will be free to hold the room/s and to withhold any deposit paid at the moment of the booking as a penalty fee.

8.2

The customer authorises "miLoft" (Brain s.r.l.) to charge his credit card with specific services requested via email and confirmed by the company (e.g. late check-in, extra services, purchases etc) and with any fines (e.g. breaking smoking regulations, unauthorized access to unregistered guests, loss of keys, damage etc). This authorisation will be given on checking in and will expire at the end of the first working day after checking out.

8.3

“miLoft” (Brain s.r.l.) will issue an invoice bearing the name of the person who made the booking and payment. Customers must provide all necessary invoice information when making the booking.

8.4

All extra services and fines will be charged to the customer’s credit card presented during check-in . A supplementary invoice will be issued for these charges.

## ITEM 9 – **Conduct, obligations and prohibitions**

### Conduct of guest

9.1

The guest undertakes to behave in such a way as not to bother neighbours or other “miLoft” (Brain s.r.l.) guests and to responsibly observe all safety precautions to prevent strangers from entering the building. This refers both to the communal areas of the main building and to the apartment where the booked room is situated.

9.2

“miLoft” (Brain s.r.l.) reserves the right to refuse entrance to any customer behaving in an uncivil manner or to any customer under the influence of alcohol or drugs who may bother or harm other guests or cause damage to the premises.

### Obligations

9.3

The customer must not divulge the building access code to anyone and must not make copies of the apartment keys or the keys to the rooms. Should the customer lose any keys the relative locks will immediately be replaced by similar ones and three new keys will be made for each apartment door and twenty new keys will be made for the main door to the premises. The cost will be charged to the credit card of the customer responsible for the loss of the keys.

### Animals

9.4

No animals of any size or kind are allowed on the premises.

### Smokers

9.5

For the comfort of our guests and for the health of the environment, all communal parts of the building, of the “miLoft” premises and all the rooms and corridors of “miLoft” (Brain s.r.l.) are STRICTLY NO SMOKING. Any offenders will be fined 250 Euros which will immediately be charged to their credit card. On booking all customers declare that they have read and understood the no smoking Policy regulations in force on “miLoft” (Brain s.r.l.) premises and that they unconditionally accept them.

Rubbish disposal

9.6

There are bins in the rooms, customers are required to use them for the rubbish disposal and not thrown it down the toilet

#### **ITEM 10- Luggage and personal belongings during your stay and after checking out**

10.1

“miLoft” (Brain s.r.l.) declines all responsibility for any thefts on the premise as the customer is solely responsible for his belongings and may use the safe in his room to safeguard any precious items.

10.2

“miLoft” (Brain s.r.l.) does not have a locked and guarded area where luggage can be deposited after check-out. However, guests may leave their luggage free of charge in a designated part of the reception area. As this is simply an act of courtesy towards our guests, “miLoft” (Brain s.r.l.) declines all responsibility for any thefts or missing items that may be reported.

10.3

The luggage must be picked up before 17:30 of check-out date when the reception staff are present. If the luggage has not been picked up by that time, it will not be available until 9:00 of the next working day. The luggage will then be forwarded, if possible, to the customer’s home address. The cost of collecting the luggage from “miLoft” (Brain s.r.l.) and forwarding it to the customer will be charged to the customer’s credit card.

Any luggage that has not been claimed by the tenth day after check-out, will be handed over to the local Police Station.

#### **ITEM 11 – Services offered by third parties**

11.1

Whenever “miLoft” (Brain s.r.l.) advertises a service provided by a third party on its [www.miloft.com](http://www.miloft.com) website or in any other way as the service is provided by a third party the terms and conditions applied are those of the third party. “miLoft” (Brain s.r.l.) is not responsible for the correct execution, delays, cancellations or incorrect information regarding such services as private chauffer transfer, beauty or wellness treatments, organization of events or even cinema, theatre or restaurant bookings.

#### **ITEM 12 – Damage and Theft**

12.1

A customer who makes a booking with “miLoft” (Brain s.r.l.) and gives them his credit card details for the cost of his stay also guarantees that the same credit card may be charged for any damage or theft incurred during his stay.

**12.2**

“miLoft” (Brain s.r.l.) will objectively evaluate the cost of the damage or theft before re-letting the room, and the amount will be charged to the credit card used to make the original booking within five working days after the assessment of the damage or theft.

**12.3**

Where serious damage or theft has occurred, “miLoft” (Brain s.r.l.) will report the matter to the local Police Station.

**ARTICOLO 13 – Malfunctioning, suspension of service, theft, internet use.****13.1**

“miLoft” (Brain s.r.l.) is not responsible for any malfunction of the equipment present in the apartment, for any power cuts, for lack of hot or cold water or for faulty internet or elevator services that are not directly ascribable to management negligence.

**13.2**

Likewise “miLoft” (Brain s.r.l.) cannot in any way be held responsible for any kind of theft, or attempted theft or tampering in the room rented in the apartment, in the building or near the building. In any case should “miLoft” (Brain s.r.l.) be considered at all responsible for any of the above situations the compensation due to the customer will in no case exceed the amount paid by the customer for his booking.

**13.3**

The customer is directly, personally and totally responsible for the use of the adsl internet link, thereby releasing “miLoft” (Brain s.r.l.) from any responsibility concerning the improper or illegal use of same.

**ITEM 14 – Jurisdictions and Disputes****14.1**

The present essential Terms and Conditions will be ruled and interpreted as per the civil code. Any disputes which may arise will be subject to the jurisdiction of the courts of Milan.