

# **Databank of private holiday accommodation for let in Valle d'Aosta**

## **Introduction**

Private individuals who intend to let or rent a property may use the service offered by the Valle d'Aosta Autonomous Region, which, with the assistance of the Department for Tourism, Sport, Trade and Transport and of the Office Régional du Tourisme, offers users a web system to provide information on, promote and sponsor holiday houses and flats belonging to third parties and available for rent.

**The Valle d'Aosta Autonomous Region assumes no responsibility of any kind, however, for agreements of any kind undertaken by the parties,** regardless of whether a rental contract has been signed.

## **Whereas**

The User, who utilises the consultation services linked to the website of the Valle d'Aosta autonomous Region, undertakes to comply with the terms and conditions of use thereof, and to accept the indications hereinafter detailed.

The Valle d'Aosta Autonomous Region reserves the right to alter, add or remove parts of the aforementioned conditions, informing the interested parties of such changes by publishing them on the website as an attachment to this web page.

The User must therefore periodically verify the conditions to check whether any changes have been made since s/he last visited the website. In any case, the use of the website and its services implies acceptance of any changes that may have occurred during the intervening period.

The Valle d'Aosta Autonomous Region also reserves the right to wholly or partially modify, suspend or interrupt the services, including access to the databank of holiday accommodation offered for rent by private owners in Valle d'Aosta, or other contents.

For the purposes of the articles below, the term *UTILISER* refers to third-party owners who have a property to let and therefore utilise the service offered by the Valle d'Aosta Autonomous Region, while the term *USER* refers to the individual who uses the content present on the site to gather information for the purposes of taking out a rental contract, or for any other purposes.

## **Disclaimer regarding the contents of this web page**

This web page has been created by the Department for Tourism, Sport, Trade and Transport of the Valle d'Aosta Autonomous Region, which manages it together with the Office Régional du Tourisme, reserving the right, at its discretion and within the limits set by legislation, to modify, suspend or cancel, freely and without previous notice, the terms, conditions or contents of this web page.

The Department for Tourism, Sport, Trade and Transport of the Valle d'Aosta Autonomous Region publishes the material collected on the site for the purposes of providing information and sponsoring tourism.

Therefore, the Department does not guarantee that the contents present on the page or in the web search system are suitable for any particular purpose and/or type of use on the part of users, and may not be held liable for any damage or loss of earnings occasioned by the use of information contained in the website.

## **UTILISER - How to utilise the service offered**

The Valle d'Aosta Autonomous Region, as a preliminary measure for the utilisation of the service it offers and the publication of information concerning private flats for rent featured on the website:

1. requests that the owners of the properties for holiday rent provide the following information regarding themselves and the property, without verifying the truthfulness of the information provided and therefore without accepting any liability vis-à-vis third parties interested in renting the properties:
  - Personal details, contact telephone number/s, email address and website address where available, etc;
  - Location of the property;
  - Description of the property, including the total number people it can accommodate;
  - Photographs of the inside and outside of the property.

The owners of the properties must also provide the Region with:

- A declaration of conformity regarding the systems installed, pursuant to Ministerial Decree no. 37 of 22 January 2008, or an equivalent self-executed declaration, pursuant to art. 6 of Presidential Decree no. 392 of 18 April 1994, provided the systems were installed prior to the implementation of Law no. 46 of 5 March 1990;
  - A certificate of fitness for occupancy, pursuant to Presidential Decree no. 380 of 6 June 2001.
2. automatically rejects any requests presented by owners of holiday accommodation for rent who have provided incomplete or insufficient documents and information, or who have failed to produce any at all;
  3. sees to the publication on its website of the photos of the property, complete with the information received regarding said property and the contact details (email address and phone number) of the owner of the property, as requested above, so that contact may easily be established by the third-party private individual wishing to rent the property;
  4. plays no part in any dealings that may take place between the owners of the holiday accommodation for rent and the third-party private individuals interested in renting it who have used the promotion and sponsoring service offered by the Region's website to enter into such dealings;
  5. may not be held liable by third-party private lessees of the properties rented for any type of inconvenience or damage experienced as a direct or indirect result of the rental contract entered into.

The provisions contained in the articles hereinafter specified also apply to the Utiliser.

## **USER - Disclaimer regarding access to and use of the contents of this web page.**

The Department for Tourism, Sport, Trade and Transport of the Valle d'Aosta Autonomous Region ensures that this web page has been configured and, as far as possible, will be managed by applying any reasonable techniques and tools required in order to guarantee its proper, continuous use.

Nonetheless, also in view of the current state of the art of knowledge and technical skills, occasional

malfunctions and/or transmission errors cannot be ruled out.

Therefore, when the User enters the website, s/he undertakes to accept the following:

1. the web page, or part thereof, may be temporarily inaccessible as a result of malfunction and/or transmission errors, or other events beyond the control of the Department for Tourism, Sport, Trade and Transport of the Valle d'Aosta Autonomous Region;

2. the Department for Tourism, Sport, Trade and Transport of the Valle d'Aosta Autonomous Region and the Office Régional du Tourisme **have no control over the nature or content of the information received from the owner of the properties for rent;**

3. the Department for Tourism, Sport, Trade and Transport of the Valle d'Aosta Autonomous Region carries out no type of investigation into how the website is used;

4. the Department for Tourism, Sport, Trade and Transport of the Valle d'Aosta Autonomous Region is not responsible for the material used and/or the conduct of the Users while surfing the website;

In addition, by accessing the databank of accommodation offered for rent by private owners to tourists visiting Valle d'Aosta, the User undertakes:

- A. not to use the website or any material contained therein for illegal purposes, or as an instrument for the disclosure or dissemination by any means of material or content for purposes liable to allow illegal or commercial activity to take place, or activity outwith the limits of purely personal use for tourism purposes;

- B. not to use the website in such a way as to interrupt, damage or adversely affect the efficiency of all or part of it, or to compromise in any way the efficacy or operation of the same;

- C. not to use the website for the transmission or placement of viruses or any other material that is defamatory, offensive, obscene, threatening or liable in any way to cause damage, upset or disturbance of any kind;

- D. not to use the website in such a way as to violate the rights of individuals, including - but not limited to - copyright or privacy;

- E. not to use the website for the transmission of material for advertising and/or promotional purposes.

Therefore, the User undertakes to keep Valle d'Aosta Autonomous Region or any subjects related thereto indemnified from and against any liability and damaging consequences, including, without exception, the legal expenses, defined on the basis of professional rates, sustained by the same as a consequence of legal action deriving from failure to comply on the part of the User with such obligations relating to the infringement of the guarantees provided for in this article.