

## TRENET S.R.L. – AGREEMENT WITH ESTABLISHMENTS

This agreement is between the supplier of accommodations (hereafter referred to as the partner) and Trenet s.r.l. ( for Flashbooking). Your use of this web site is conditional upon your irrevocable acceptance without modification of the terms, conditions and notices contained herein and your agreement to use this web site and service in accordance with and subject to these terms, conditions and notices.

### Trenet s.r.l.:

1. advertises the partner's profile in [www.Flashbooking.com](http://www.Flashbooking.com) and in the on-line booking system with all the details provided by the partner itself regarding contacts, description, availability, prices, number of rooms, photos, directions and map, facilities and internal cancellation policy. The partner is at all times responsible for a correct up-to-date statement of the information and will also indemnify Trenet in respect of any customers' claims concerning erroneous information about the partner's property on the website or any other claims related to services provided by the partner. Any complaint is to be dealt with by the partner without mediation of Trenet;

2. retains a non-refundable deposit of 10 % of the booking cost ( plus 2€ booking fee) from the customer's credit card and for each occurred and confirmed on-line booking;

3. provides the customer with the partner's contacts ( address, phone/fax number, e-mail) to be used to notify booking cancellation and/or modification;

4. with the sole object of providing the on-line booking services, puts at partner's disposal the customer's personal data and, in case of Cancellation or No-Show, the credit card details. From the moment Trenet s.r.l., through Flashbooking, makes them available, the partner becomes the sole responsible and has to secure them, preventing third parties to have access to them for improper or fraudulent use.

5. provides the cases for which a cancellation fee or penalty is to be due by the customer. For any:

a) Cancellation with 72- hours advance notice or No-Show: the partner can charge a penalty correspondent to the cost of the first night per person .

Please

note:

In case the partner's internal cancellation policy should be more restrictive, it is possible to specify the relevant details through the personal Back Office. They will be available on-line to users in the partner's MICROSITE and in the page 'Booking Details' at the end of the booking process. If nothing is specified, it is intended by both parties that Flashbooking's cancellation policy will apply.

b) Cancellation with 72+ hours advance notice: Trenet does not provide any penalty in this case. It is sole partner's rights and responsibility to apply a cancellation fee in accordance with its internal policy. This can be specified through the personal Back Office and will be available on-line to users.

6. offers a free on-line booking engine ( Back Office) to update room availability, prices, photos and all relevant information for free. All the information to be included in Flashbooking website, has to comply with formats and standards provided by Flashbooking.

The partner is NOT ALLOWED to insert direct references as fax/ telephone numbers, email address to the owned establishment in the Microsite information ( where not explicitly requested) neither links to other websites or references to hyperlinks to the website of the partner establishment or that of third parties. If Flashbooking has any indications that the information about the partner establishment on the Microsite is not correct, Flashbooking retains the right to exclude or adapt the information.

7. offers free multiple space to add translations of the partner's profile in the following 10 languages: English, Italian, Spanish, French, German, Portuguese, Swedish, Japanese, Chinese, Russian, and retains the right to shorten, correct or standardize the information provided by the partner if it is necessary or if incongruities arise. It is intended that Flashbooking service is granted when partner gives a minimum availability of 2 (two) rooms, at best available rates for an overnight stay ( meaning that no better price can be obtain either online and offline by a customer that wishes to book) and for a consistent period of time through the year;
8. updates the partner on bookings and modifications/cancellations occurred, via e-mail and /or through the online partner's personal Back Office;
9. gives free support and multilingual assistance in booking management via e-mail;
10. informs that Trenet is the sole that can determine the ranking (the order in which the establishments are listed/advertised on Flashbooking website). The ranking is based on: the minimum availability, the number of visitors on the partner's MICROSITE, the number of bookings received and the customers' reviews and ratings. The partner can boost its own visibility by increasing the number of available rooms. Trenet decides the establishments ranking on Flashbooking website and it is not possible to lay a claim to this;
11. excludes any and all liability in respect of the partner, in relation to problems generated by viruses, black-outs, (temporary) breakdowns and all related matters;
12. draws up this fixed term contract with the partner and establishes that both parties can give written notice of cancellation (via e-mail, fax, registered letter) at any time, at no charges. It is clear that the partner has to discharge and guarantee all the on-line occurred bookings (even if they follow the contract closing date and at the prices the customer have confirmed on-line)
13. retains the right to modify this contract in any moment and without giving previous notice.

**The partner:**

1. commits itself to make available a minimum number of rooms (at least 2 two) bookable via Flashbooking services and at the best available rates;
2. undertakes to respect and discharge all the bookings made through the Flashbooking on-line booking system including any supplementary wishes reported by customers, where possible;
3. keeps all the relevant information regarding availability, type and number of available rooms, rates, cancellation policy, contacts, facilities offered, promotions, etc. CONSTANTLY AND CAREFULLY UPDATED and notifies any changing to Trenet s.r.l. through the personal Back Office provided by Flashbooking (or via e-mail, whenever necessary). All reservations are guaranteed to the customers, so forth, in case of overbooking, the partner takes full responsibility to accommodate the guests in another establishment of equivalent or superior category at no charges for the customer. Deposit and booking fee won't be reimbursed.
4. has full autonomy to insert and update for free and in any moment 7 photographs of its property and all the relevant information .
5. cannot modify the prices of the occurred on-line bookings which have to be discharged at the price displayed at the moment of the customer's online reservation.

6. guarantees that the rates inserted and updated through the personal Back Office and directly visible on Flashbooking website, are inclusive of all taxes and services and correspond to the BEST AVAILABLE RATES for an overnight stay and that NO BETTER PRICE CAN BE OBTAINED by making a reservation with the partner itself or via another party or medium.

7. receives from the customer (at check-in or check-out) the 90% balance of the on-line reservation, as the 10% deposit corresponds to Flashbooking booking commission.

8. has full responsibility of the customer's personal data and credit card details once Trenet s.r.l., through Flashbooking, makes them available to the partner in case of Cancellation or No Show and commits to secure them, preventing third parties to have access to them for improper or fraudulent use;

9. addresses the customers to make another online reservation through Flashbooking website in case they directly request by e-mail, fax or telephone, an extension of their stay or extra rooms. For other kinds of modification and/or fees, the partner is fully independent and responsible and no extra fees or commissions will be due to Flashbooking;

11. acknowledges Trenet s.r.l. the right to inspect the establishment at any time;

12. understands that the order in which the property's profile is listed on Flashbooking website (the ranking) is determined unilaterally by Trenet and it is based on: the minimum availability, the number of visitors on the partner's microsite, the number of bookings received and the customers' reviews and ratings. The partner can boost its own visibility by increasing the current number of available rooms although only Trenet has the right to decide the establishment ranking on Flashbooking website and it is not possible to lay a claim to this;

13. cannot hold Trenet s.r.l. responsible or liable for problems generated by viruses, black-outs, (temporary) breakdowns and related issues;

14. draws up this fixed term contract with Trenet s.r.l. and agrees that both parties can give written notice of cancellation at any time ( via e-mail, fax, registered letter) without incurring in any fee. It is clear that the partner has to discharge and guarantee all the on-line occurred bookings (even if they follow the contract closing date and at the prices the customer confirmed on-line).