PROPERTY CARE SERVICES - CLIENT SERVICE AGREEMENT

Property Care by Brillante | Milan, Lake Maggiore and surrounding service areas

Brillante Srl | P. IVA 02826940039 | Via Per Lesa 40, 28040 Massino Visconti (NO), Italy

This Client Service Agreement ("Agreement") is made between:

Service Provider	Brillante Srl
Registered office	Via Per Lesa 40, 28040 Massino Visconti (NO), Italy
VAT / P. IVA	02826940039
Website	www.brillante-propertycare.com
Service email	info@brillante-it.com
Telephone	+39 371 7886338

and the Client / Property Owner identified in Schedule 1 below (together, the “Parties”).

1. Purpose and nature of the Service

Brillante provides scheduled property supervision, visual home-watch inspections, reporting, key-holding where included, and coordination of property-related services for temporarily vacant or intermittently occupied properties, including second homes and holiday homes.

The Service is a monitoring and coordination service. It is not security guarding, alarm monitoring, a technical or structural building survey, property insurance, emergency-response coverage, facility management, or specialist maintenance. Brillante does not guarantee that loss, damage, intrusion, mechanical failure, water ingress, mould, fire or other problems will not occur between visits.

2. Service Plan and scope

The Client selects the applicable plan in Schedule 1. Only services expressly included in the selected plan or separately agreed in writing are included in the monthly subscription.

Plan	Monthly fee	Indicative included scope
Basic Care	€99/month	Normally 1 scheduled property inspection per month; visual condition checks; doors/windows; visible leaks, humidity/mould and water damage; basic electricity/lighting and climate checks; kitchen/bathroom visual check; unusual smells/visible problems; mail check where applicable; brief photographic report; notification of material issues.
Standard Care	€159/month	Normally 2 scheduled inspections per month; Basic Care plus more frequent utilities/climate monitoring; ventilation where appropriate;

Plan	Monthly fee	Indicative included scope
		mail/parcel monitoring; key holding; photographic report after each visit; issue notification; coordination of cleaning and maintenance providers where required.
Premium Care	€279/month	Normally approximately 4 scheduled inspections per month; weekly supervision; ventilation where appropriate; more frequent leak/humidity/electrical monitoring; key holding; mail/parcel management; detailed photographic reporting; priority communication; technician/maintenance coordination and supervision; priority assistance when an unexpected issue is discovered.
Premium Property Concierge	from €399/month	Broader agreed property-care and coordination scope, potentially including weekly inspections, detailed reports, key holding, mail/parcel management, utilities monitoring, contractor access and supervision, priority issue response, pre-arrival preparation, post-departure inspection and a single point of contact.

Cleaning, gardening, repairs, technical inspections, specialist contractors, materials, external suppliers, shopping and other additional services are excluded unless expressly stated or separately agreed.

3. Property inspections

Each visit will follow a reasonable visual checklist appropriate to the Property and selected plan. Depending on accessibility and safety, checks may include:

- Security: doors, windows, locks, visible signs of attempted entry and visible alarm status where accessible.
- Water: visible leaks, taps/plumbing, bathrooms, kitchen, visually accessible boiler/water heater and visible water damage.
- Electricity: general status, selected lights, electrical panel where appropriate and safe, and visible equipment problems.
- Climate: heating, air conditioning, indoor temperature, humidity/condensation and visible mould.
- General condition: unusual smells, visible insects/pests, visible interior/exterior damage, mail and deliveries.

Inspections are visual and non-invasive. Brillante is not responsible for hidden, latent or technically undetectable defects or for failures arising between inspections.

4. Reports, photographs and records

After a scheduled inspection, Brillante may provide a digital report and photographs through the Property Care application, email or another agreed channel. The Client authorises reasonable photographs for inspection, reporting, evidence and service administration. Property photographs will not be used for advertising or public marketing without separate consent.

Service records and photographs may be retained for the period reasonably required for service administration, legal, accounting, insurance and dispute purposes, in accordance with the applicable privacy notice and law.

5. Key holding and property access

Where included or separately agreed, Brillante may hold keys, access cards, remotes or other access devices. Brillante will take reasonable measures to safeguard them and restrict access to authorised personnel. Keys/access devices may be used for scheduled inspections, authorised maintenance, emergency access, property preparation and other purposes authorised by the Client.

The Client confirms that it has legal authority to grant access to the Property and must provide accurate access and alarm instructions. Brillante is not required to force entry, bypass security systems or enter where access would be unsafe or unlawful.

6. Supervisor visits and technician visits

A routine Property Care inspection is a “Supervisor Visit”. A “Technician Visit” is a separate visit by Brillante personnel or an external specialist scheduled in response to an identified or reported issue. Unless expressly included, technician labour, call-out charges, parts, materials and specialist services are additional charges.

7. Issues, quotations and Client approval

If an issue is identified, Brillante may create an issue record, upload photographs or video, obtain or prepare a quotation and request the Client to Approve or Reject the proposed work. Except in an emergency or within an agreed spending authority, Brillante will not intentionally authorise material non-routine expenditure without Client approval.

Approval through the Property Care application, email, WhatsApp or another agreed written channel constitutes authorisation to proceed on the stated scope and price, subject to contractor availability and any stated assumptions.

8. Emergency authority

If Brillante reasonably believes that an urgent situation is causing or may imminently cause material damage, or poses a serious risk to persons or neighbouring property, Brillante may take reasonable immediate measures and contact emergency services or appropriate contractors. Examples include significant water leakage, suspected fire, major electrical fault, break-in, serious storm damage or gas/similar safety concerns.

Brillante will try to contact the Client as soon as reasonably practicable. Where delay could materially increase damage or risk, Brillante is not required to wait for instructions. The Client may set an emergency spending limit in Schedule 1. This does not prevent reasonable measures necessary to protect persons or prevent imminent material damage where prior approval is impracticable.

9. Additional visits, coordination and third-party costs

- Additional scheduled visit: €60 per visit.
- Urgent/emergency visit: from €90 per visit, depending on location, timing, urgency and availability.
- Substantial additional coordination or supervision: €30 per hour unless separately quoted.
- Third-party contractor, material, transport, purchase and specialist-service costs are payable by the Client unless expressly stated otherwise.

Brillante may recommend or coordinate independent contractors but, unless Brillante expressly contracts in its own name or mandatory law provides otherwise, the contractor's specialist services are separate from Brillante's Property Care service. Brillante does not guarantee an independent contractor's workmanship, pricing, availability or performance.

10. Prepare My Home / arrival preparation

On request, Brillante may arrange pre-arrival services such as cleaning, fresh linen, ventilation, heating/air-conditioning activation, hot-water checks, refrigerator preparation, groceries, deliveries, garden/terrace preparation or other agreed tasks. These services and third-party costs may be quoted and charged separately.

11. Client obligations

- Provide accurate property, access, emergency-contact and authorised-person information and keep it updated.
- Inform Brillante of known defects, hazards, renovations, changes to alarms/utilities/access, occupancy and persons authorised to enter.
- Maintain appropriate buildings, contents and liability insurance and comply with any insurer requirements for vacant or second homes.
- Keep utilities operational where reasonably necessary for the selected Service.
- Pay subscription fees, approved work and additional charges when due.
- Avoid providing unnecessary sensitive personal information or information about high-value property unless operationally necessary.
- Provide a safe and lawful working environment.

12. Insurance and no guarantee

The Property Care service does not replace insurance. The Client remains responsible for maintaining adequate insurance and for notifying its insurer if the Property is vacant for periods that may affect coverage. Brillante is not an insurer and does not guarantee the condition or security of the Property.

13. Excluded specialist services

Unless separately contracted with an appropriately qualified provider, the Service does not include structural surveys, electrical or gas certification, plumbing certification, roof inspections, specialist HVAC inspections, pest-control inspections, fire-safety certification, professional alarm monitoring/security guarding, insurance inspections or building surveys.

14. Fees, invoicing and payment

Monthly subscriptions are payable in advance. Unless otherwise agreed, invoices are due within 7 days of issue. Additional services, approved quotations and third-party costs are invoiced separately. Brillante may suspend non-essential services where undisputed amounts remain unpaid after reasonable notice.

Prices stated in this Agreement are the current service prices used for this Agreement. Brillante may change future prices to reflect operating, labour, insurance, transport or supplier costs, subject to advance notice and mandatory consumer rights.

15. Term, renewal and cancellation

The Agreement starts on the Commencement Date and continues month-to-month unless a different minimum term is expressly agreed. Subject to mandatory consumer law, either Party may terminate on 30 days' written notice.

Where this Agreement is concluded at a distance or away from Brillante's business premises with a Client who qualifies as a consumer, statutory withdrawal rights under Italian consumer law apply. In general, a consumer has 14 days from conclusion of a service contract to withdraw without giving a reason. If the consumer expressly requests that services begin during that period, the consumer may be required to pay a proportionate amount for services actually supplied before withdrawal. Any mandatory statutory exceptions or longer periods prevail.

16. Termination for cause

Either Party may terminate for a material breach not remedied within a reasonable period after written notice. Brillante may terminate or suspend where the Client repeatedly fails to pay, access is repeatedly unavailable, information is materially inaccurate, the Property is unsafe/unlawful, or continued service would expose personnel to unreasonable risk.

17. Effect of termination

- All outstanding subscription, approved service and third-party amounts remain payable.
- Keys/access devices will be returned, delivered to an authorised person or made available for collection as agreed.
- Authorised outstanding services may be completed where reasonably practicable.
- Records may be retained where required or permitted by law.

18. Liability

Brillante will perform the contracted services with reasonable care and professional diligence. To the extent permitted by law, Brillante is not responsible for latent or undetectable defects, gradual deterioration, failures between visits, force-majeure events, theft/criminal acts of third parties, utility/public-infrastructure failures, equipment failures not caused by Brillante, acts or omissions of independent contractors, or damage caused by the Client or persons authorised by the Client.

Nothing in this Agreement excludes or limits liability where exclusion or limitation is prohibited by mandatory law, including mandatory consumer-protection law.

19. Force majeure

Brillante is not liable for delay or inability to perform caused by circumstances beyond its reasonable control, including severe weather, flood, fire, natural disaster, epidemic/pandemic, government restriction, strike, civil disturbance, transport disruption, utility failure or acts of third parties. Brillante will use reasonable efforts to resume affected services.

20. Confidentiality and data protection

Brillante will treat property and access information as confidential and disclose it only as reasonably necessary to provide the Service, to authorised personnel/contractors, to protect persons or property, where required by law, or with Client consent.

Personal data will be processed in accordance with Regulation (EU) 2016/679 (GDPR), applicable Italian data-protection law and Brillante's Privacy Notice. Data may include contact details, property information, emergency contacts, access information, contractor details, photographs, communications and billing/payment information.

21. Communications

Routine communications may be made through the Property Care application, email, telephone, SMS or WhatsApp. The Client must maintain at least one reliable emergency contact method. Brillante does not provide guaranteed 24/7 availability unless expressly contracted.

22. No agency

Unless expressly agreed in writing, Brillante has no authority to sell or lease the Property, represent the Client before public authorities, or enter into contracts or legal commitments in the Client's name, except for emergency measures or purchases specifically authorised under this Agreement.

23. Consumer rights and dispute resolution

Nothing in this Agreement affects mandatory rights of a Client who qualifies as a consumer under Italian or EU law. The Parties will first seek to resolve complaints amicably. Where applicable, a consumer may use a competent Alternative Dispute Resolution (ADR) body. The former EU Online Dispute Resolution (ODR) platform was discontinued on 20 July 2025 and is therefore not referenced as an active dispute channel.

24. Governing law and jurisdiction

This Agreement is governed by the laws of the Republic of Italy. For consumers, mandatory consumer-protection and jurisdiction rules apply and cannot be waived by this Agreement. For Clients acting for business/professional purposes, any exclusive jurisdiction clause should be separately reviewed and expressly approved under applicable Italian law before use.

25. Entire agreement; amendments; severability

This Agreement, the selected Service Plan, Schedule 1, the Property Information & Emergency Form, the Privacy Notice and any written quotations/annexes form the contractual framework for the Service. Material amendments should be agreed in writing. If any provision is invalid or unenforceable, the remaining provisions remain effective to the extent permitted by law.

SCHEDULE 1 - CLIENT, PROPERTY AND SELECTED SERVICE

Client full name	
Client address	
Email	
Telephone	
Property address	
Selected plan	☐ Basic ☐ Standard ☐ Premium ☐ Premium Property Concierge
Monthly fee	€
Commencement date	
Emergency spending limit	€
Primary emergency contact	
Preferred communication	☐ App ☐ Email ☐ Telephone ☐ WhatsApp
Additional instructions	

SCHEDULE 2 - KEY / ACCESS RECORD

Number of keys/access devices	
Description	
Date received	
Alarm/access instructions stored separately	☐ Yes ☐ No
Return / collection record	

SIGNATURES

CLIENT	SERVICE PROVIDER
Name:	Brillante Srl
Name / Position:	Name / Position:
Signature:	Signature:
Date:	Date:

Client acknowledgements:

- I acknowledge receipt of Brillante's Privacy Notice.
- I authorise reasonable property photographs for inspection, reporting and service-documentation purposes.
- I authorise Brillante to communicate with contractors/service providers where reasonably necessary to provide the contracted services.
- If I am a consumer and request service to begin during the statutory withdrawal period, I expressly request early commencement and understand that a proportionate charge may be due for services supplied before any valid withdrawal.