

## Italian Villa Vacations

ABN: 95 207106106

### Booking Conditions IVV 2019

#### 1. RATES

Prices are quoted per home per week (not per person). Rates for each rental reflect the maximum occupancy - additional guests are subject to a per person/per week charge. Some places do not allow above the maximum stated. Reservations are from Saturday to Saturday (unless otherwise agreed). Prices were established according to market conditions. Should important changes in these conditions take place, we reserve the right to modify our prices accordingly before your booking. Once your booking is confirmed the price of your holiday is fully guaranteed and will not be subject to any surcharges. Any alterations to the descriptions, or any extra services required, will only become part of the booking contract if confirmed in writing. Your rental comes with the appliances and amenities as listed on the web page from which you first observed. Please go to that web page to fully familiarize yourself with the items included with the rental of your choice.

#### 2. BOOKING

The booking agreement is based on the details, descriptions and conditions as set out in the web page for the accommodation concerned, valid on the day of booking for the specified rental period at the prices listed in the price list attached to the descriptions.

#### 3. PAYMENT

On confirmation of the booking by us, a deposit of 50% of the total amount issued in our invoice is due immediately. We receive the amount on behalf of the owner and it includes Italian Villa Vacations service fee. No extra confirmation of receipt of the deposit is normally given. The balance is due unrequested and has to be credited to our bank account at least 90 days prior to your arrival date. In the case of short-term bookings made less than 64 days prior to the arrival date, payment in full is due immediately.

##### 3.1 Payment via wire transfer (SWIFT):

Deposit payment: either the deposit or full payment are **not refundable** must be made within 4 days after the issuing date of the booking confirmation/invoice. Our bank details are stated on the booking confirmation/invoice. Always quote the family name of the tenant and the name of the property to be rented with any correspondence or payment. **All bank charges (for the person making the transfer and for the recipient) are to be borne by the customer/agent.**

In case of your default of payment, either on the deposit or on full payment for short-term bookings, within the terms of the above-mentioned deadlines, we will consider the contract null and void automatically on the 6th day after the issuing date of the booking confirmation/invoice. In this case, the owner and Italian Villa Vacations are released from any of our obligations and the reservation made for you will be cancelled.

Balance payment: **The balance is not refundable** has to be credited to our bank account latest 90 days before the beginning of the rental period.

In case the balance payment does not arrive within the fixed time frame Italian Villa Vacations and the owner are authorized, after demand for payment and fixed extension, to withdraw from the contract and claim the costs for withdrawal

#### **4. NAME, NUMBER OF PERSONS AND PETS**

**Italian tax law requires that owners register the name and address of the guests once the payment is processed. Clients are therefore required to provide name, address, and mobile phone of the guests arriving to the villa.**

Only those persons stipulated in the booking form may have access to the house. If the tenant plans to have guests during the rental period, the number of guests, including their names and the visiting period, must be made known to the owner prior to the guests' arrival. In cases where the house price includes additional beds/baby cots, or where they are provided free of charge, these items must still be mentioned on the voucher - otherwise an extra charge may be added at the holiday destination. The voucher must also include any changes to the room type booked (double room instead of twin-bed room and vice versa) - otherwise an extra charge may again be added at the holiday location. The total number of persons may not exceed the authorized number as stated in the price list. Should the owner, his representative or the key holder find more persons staying in the accommodation than stated, it is up to his/her or our discretion to ask the clients to vacate the house.

Pets are not permitted unless explicitly agreed to in writing. Should the key holder find any violations to this clause, it is totally up to her/his discretion to ask the client to vacate the house without compensation. Pets are only allowed if indicated in the pricing information box, and bringing them must be expressly announced when the reservation is made (number, breed). If pets are allowed, for some properties the tenant will be required to sign a "Declaration of Acceptance of Responsibility" concerning his/her pet upon reservation. Pets are not permitted to lie on sofas, in beds or swim in the pool.

#### **5. ARRIVAL AND DEPARTURE TIMES**

Customers must arrive between 4.00 pm and 7.00 pm and leave between 8.00 am and 9.00 am on the day of departure unless alternative arrangements have been made in advance. Customers are requested to call the key holder if are delayed. We cannot guarantee that keys may be collected outside of these times.

If the customer is unable to take occupation on the day and time reserved due to delays, illness, personal reasons etc. no refund can be made. Similarly if he has to cut short their holiday no refund can be made for the days unused. If the customer would like to extend his stay please contact us and we will inform you immediately whether this is possible.

#### **6. UTILITIES AND OTHER EXTRAS**

All extras are specified on the property listing and are due in the local currency (Euro) directly to the owner/key holder upon arrival. Guests have **to add** these amounts to the refundable security deposit. Only those costs which are calculated according to consumption are to be paid before departure. Rates do not include long distance or local calls where a telephone is provided, these are metered and payable to the owner separately from all other costs. Heating, if necessary in the cold months, and gas consumption are

additional charges unless otherwise indicated. Meters will be read upon arrival and departure and the exact charges for these consumptions will be due in cash on departure. Additional expenses have to be settled directly between the customer and the house owner on the spot. Guests requiring an extra maid service or cook service have to pay for this service directly at the end of each working day.

## 7. CLEANING

The property must be left clean by you at the end of the rental period. Excessive cleaning upon departure (including but not limited to cleaning of upholstery, shampooing of the rugs, breakage, soiling or damage to the interior or exterior caused by the tenant) may be subject to further charges than those given on the page. **Cleaning fee, when requested, has to be paid at arrival.**

## 8. BEHAVIOUR

The person signing the booking form is responsible for the correct and decent behavior of his/her party. Should the person and his/her party behave in such a manner that is not acceptable by civilized standards, the key holder may ask the person and his/her party to vacate the house without compensation.

## 9. SECURITY DEPOSIT

Security deposits are due on every property. On arrival the tenant must pay the security deposit as set forth in the online agreement and repeated in the arrival voucher. The required deposit must be paid in cash; cheques will not be accepted. Failure to pay the deposit will result in the key holder refusing entrance to the house; keys will not be handed over until the deposit has been paid. The deposit will be returned in full to the client at the end of the letting period less any deductions made by the owner, his/her representative or the key holder for damages caused to the house, its garden area, the internal or external furniture, heating costs if metered and any extra expenses incurred during the letting period and still outstanding at the date of departure. Should the damage exceed the security deposit amount, the tenant agrees to pay the additional charges on demand.

**If the customer leaves without being checked out as arranged, the entire security and/or utility deposit will be held.** This amount, less any applicable claims and/or unpaid utilities will be returned to you after Guest's departure and after a check of the house by the owner. Judgment as to the condition of the property and the cost of any unpaid utilities is left to the sole discretion of the owner.

Security deposits are made payable directly to the owner or guardian of the rental property and collection is made by the same.

## 10. CANCELLATION

If the tenant cancels the rental before travelling, a written declaration must be submitted. Cancellation becomes effective on the day when your declaration of cancellation is received by the owner. The compensation claim will be estimated as a fixed amount, at a percentage rate of the rental price according to the cancellation date as per the following scale:

**Our General cancellation fees are the following:**

**- 50% of the total amount (+ booking fee 100 euros) is not refundable.**

**- The total amount is due if the cancellation occurs from 90 days before the arrival to the check in day.**

**Please note that some properties require a special cancellation policy - please check the price list**

**Multiple weeks, as well as discounted bookings are subject to special cancellation fee agreed at the moment of the reservation.**

## **11. RESPONSABILITIES OF THE OCCUPANTS**

The holiday home must be treated with care and respect. On departure, the accommodation must be left clean.

## **12. LIABILITY FOR AMENITIES AND NON ESSENTIAL ITEMS**

The owner will not be held liable nor provide refund, partial or otherwise, for amenities not provided or for miscellaneous reasons outside of our control. "Amenities not provided" include but are not limited to private telephones, bikes or boat rental offered by the owners and incidental appliances. Amenities do not include heat, water and electricity. "Miscellaneous reasons" include but are not limited to bugs that have entered the house, one's perception of cleanliness, construction onsite or nearby etc. The villa descriptions are accurate and updated as recently as possible given timely updates from the owners. We do not entertain any claims for refund, partial or otherwise, if we have not been contacted at the time of the problem.

Please note: where pools are provided, the general season for pools to be opened begins on June 1 and ends on September 30. Please note: in Italy, the period during which heating can be used depends on local laws and may vary from region to region. In the houses detailed on these web pages, heating is usually allowed from November 1 until April 30. Some owners have a way around this through independent heat, but this is not guaranteed in any case.

## **13. LIABILITY**

**ITALIAN VILLA VACATIONS acts as a villa consultant and cannot be held responsible for the actions of the owners /customers/agents or consequences of them.**

**We guarantee and vouch for:**

- the checking and careful choice of accommodation**
- the correctness of the description of the accommodation**

Under no circumstance shall Italian Villa Vacations be responsible for any personal loss by individuals renting the accommodations represented by us, expenses, claims, or injury, direct or indirect, caused or incurred before, during or after the party's stay in the accommodation featured in our portfolio including legal fees. Italian Villa Vacations will not be held liable and will be otherwise rendered harmless for any events arising in law as a result of any delay(s), substitution(s), rescheduling(s) or change(s) in the provision of accommodations or services provided by us for reasons of military action, revolutions and acts of God. You agree to indemnify and hold Italian Villa Vacations harmless for any claims arising from an infringement of the booking conditions of this agreement or of any third party claims. We have the full and exclusive discretion to refuse or discontinue service to any person, and/or rescind any contract for accommodation or guest services. We will not be held liable under any circumstances, including substitutions, to refund any unused portion of booked accommodation or services as described in these booking conditions. These booking conditions are the conditions which will govern the reservations of all accommodations.

Italian Villa Vacations and the house owner will not be held liable for any behavior of your pet inside or outside the rented accommodation. Where pets are welcome Italian Villa Vacations and the house owner are not obliged to take any precautions guaranteeing the safety of your customer dog. Even if the description of the services offered specifies that the house is surrounded by fencing, this neither means that the fencing cannot be surmounted nor that it is of a nature that makes it impossible for the dog to escape. Italian Villa Vacations and the house owner will not be held liable for damage, accidents or illnesses from which your own dog suffers during the stay or which arise as a consequence of the stay. Italian Villa Vacations and the house owner take for granted that the dog is insured and that the customer are informed that in 2003 the Italian Ministry for Health issued the regulations for breeds that have been classified as dangerous by the Fédération Cynologique Internationale.

#### **14. ALTERATIONS AND CANCELLATIONS BY THE OWNER**

Though it is unlikely the owner will have to make any changes to confirmed arrangements, it does occasionally happen and we will advise you at the earliest possible date. If for some unforeseen reason a confirmed accommodation cannot be provided because it is either destroyed, uninhabitable due to structural damage or essential equipment and fixtures such as heating, electrical systems, plumbing, hot water being out of operation, or rented to another party by error, or is uninhabitable because it is not in working order per these booking conditions, Italian Villa Vacations will immediately attempt to find another accommodation of similar qualities, cost and size. The price difference, if greater, must be paid by the customer, and, if smaller, will be reimbursed. If it is not possible to offer an equivalent or the client refuses to rent the alternative accommodation, either side may terminate the booking contract. In this case the liability of the owner is limited to the reimbursement of payments made by the client.

#### **15. COMPLAINTS**

Any complaints concerning the accommodation must be reported to the house owner or his/her representative or to us and in writing to us within 48 hours of the complaint or dissatisfaction arising. He will make his best efforts to arrange for these problems to be solved. Clients leaving the accommodation prematurely without lose all rights to claim possible reimbursement. Complaints lodged at the end of the rental period will not be taken into consideration. Likewise, complaints made after departure from the accommodation cannot be verified and, therefore, cannot be considered for any possible reimbursement.

Please note: houses in Italy are allotted a limited amount of electricity (3 - 6 kilowatts). Although it happens very seldom, using too many appliances at the same time will trip the house breaker. This does not mean that there has been a power failure, only that a breaker in the house has been triggered. It needs to be switched back on. Similarly to the U.S. and other European countries, the panel is inside the house. Please be careful to limit the simultaneous use of electrical appliances.

You acknowledge that you have received, understood and agreed to these booking conditions. On signing the booking form the client and his/her party totally and unconditionally accepts these booking conditions.

#### **16. DATA PROTECTION**

ITALIAN VILLA VACATIONS undertakes to only pass on the transmitted data to authorized third parties.