

Booking Terms and Conditions

The Contract

1. You (the person signing the booking form as party leader) agree to enter into a contract with "Mrs. R P Stickels" (The owner) on the following terms and conditions.
2. The contract commences when the owner have issued the written booking confirmation or, if booking within 28 days of arrival, when the owner have verbally confirmed and or given you a booking reference number. The owner reserves the right to refuse any booking.
3. You must be aged 18 years or over when the booking is made and you are responsible for the payments under this contract and for ensuring that all members of your party comply with these terms and conditions and carry passports, visas and other documents required for travel or driving.

4.

PAYMENT

4. The booking form must be accompanied by the appropriate booking deposit.
5. The balance of the booking price must be paid at least 8 weeks prior to the arrival date failing which the owner reserves the right to treat the booking as cancelled and cancellation charges will apply (see clause 22). If booking within 8 weeks of arrival the full amount is payable on booking.
6. The owner will accept payments made by third parties (such as other members of your party) provided they are identified as payments made under this contract. Any repayments, which may become due from the owner will be made to you.
7. Bank charges on payments by means other than UK Sterling cheques are payable by you.

8.

THE PROPERTY

8. You agree to:
 - a. treat the property with care and consideration and report any damage or breakage's to the local representative or agent prior to departure or, if significant, as soon after its occurrence as possible.
 - b. ensure that no member of your party behaves in a manner likely to cause damage to the property or its contents or offence, danger or distress to others.
 - c. leave the property clean and tidy at the end of the rental period otherwise a final cleaning charge will be made.
 - d. permit only those listed on the booking form to reside in the property and not to sublet or assign the property or any part of it, nor to exceed the maximum number of people permitted to reside there (as stated in the property details or otherwise agreed by The owners in writing). The parking of caravans or pitching of tents is forbidden. Pets are not permitted unless agreed by the owner in writing.
9. In the event of a breach of clause 8b) or 8d) above, The owner or their representative reserves the right to ask you to vacate the property and the contract will terminate without refund or compensation. In the case of over occupancy an additional pro-rata rental charge may be made in lieu.

10. The owner or their representative shall be entitled to inspect the property after giving reasonable notice to you, but no notice will be required if a breach of these terms is suspected or if emergency repairs are required.

SECURITY DEPOSIT & INSURANCE

11. A security deposit is required for all bookings (as an indemnity against breakage's, loss or damage to the property its fittings, fixtures or contents, telephone calls and other applicable charges). The owner will normally be stakeholder for this deposit, in which case it will be payable with the final balance and held to the order of the agent or owner. If the local agent requires it to be paid on arrival we will advise you. In all cases, the security deposit must be lodged prior to handover of keys. Your liability is not limited to the amount of the security deposit and you should ensure that you are adequately insured. The security deposit, less applicable deductions, will be returned to you by cheque as soon as we are authorised by the owner or agent.

12. You must have insurance cover for at least the following risks: a) liability for accidental damage to the property; b) cancellation; c) medical & emergency expenses. Personal possessions are not covered by property owners insurance.

ARRIVAL & DEPARTURE

13. You must check-in between 4pm and 6pm on the arrival date (unless special arrangements are agreed in advance) and check-out between 8am and 10am on the departure date (all times are local Italian time). An additional charge may be made for arrival or departure outside these times.

DISSATISFACTION

14. The contents have been prepared in good faith. The owner will inform you of any significant changes at the time of booking or as soon after as possible if you have already booked, but shall not be liable for any minor or insignificant inaccuracy in such descriptions and information. The owners are not responsible for any representation unless shown in the 200-2006 web site or made by the owners in writing and signed by them.

15. If any dispute or complaint arises whilst you are on holiday you should promptly inform the local representative or agent to allow them an opportunity to rectify the matter. If you are not satisfied with the solution offered you should contact The owners by phone or fax within 48 hours and on return from holiday you must detail the complaint in writing not later than 28 days from the departure date shown on your booking confirmation. The owner cannot accept complaints unless this procedure is followed.

LIABILITY

16. The owner accept no liability for the illness, injury or death of any person, unless of a person named on the booking form and caused by the proven negligent act of its employees, agents, suppliers or sub-contractors whilst acting in relation to the arrangements covered by the booking contract. Provided that we are notified within 48 hours of the event and all claims are made 28 days of the scheduled end of the rental period.

17. The owners accept no liability for loss or damage to personal effects unless caused by its proven negligence.

18. All tickets issued and bookings and other arrangements made by The owner with third parties are subject to the terms and conditions imposed by those third parties.

19. Children should be monitored at all times and you should verify the suitability of equipment, particularly children's cots, high-chairs and other items, for the purpose you intend to put it as The owner cannot accept liability. Swimming pools do not have depth markings and you should check the water depth before using the pool. Diving into the swimming pool is at your own risk. The presence of animals or insects is inevitable in the Mediterranean and the owner cannot accept responsibility unless this represents an unusual and dangerous nuisance.

STAFFING AND EQUIPMENT

20. Where you have asked the owner to arrange additional staffing, services or equipment for which The owner makes no charge, this is done on the basis of a private arrangement between you and the supplier and payment must be made direct to the supplier. You authorise The owner to deduct from your security deposit the amount of any unpaid bills for such arrangements.

CHANGES AND CANCELLATION

21. Prior to issuing the booking confirmation The owners reserve the right to make any changes to the accommodation offered or to prices.

22. Cancellation by you of your booking must be in writing signed by you. The effective date of cancellation shall be the date of receipt by The owner of the written notification. Unless otherwise notified, the following percentages of the total price are payable by you in the event of your cancelling depending on when notification is received: more than 56 days before arrival date - 30%; 56 days or less before arrival date - 100%.

23. If you request any changes to your booking The owner will endeavour to comply, but cannot guarantee to be able to. An administration charge may be payable. If The owner are unable to make the change you will remain liable under the contract.

24. The owner may be subject to changes imposed on it by third parties. If it is necessary for The owner to make a significant change to your booking arrangements after the booking confirmation has been issued you may, i) accept the change and any price difference; or, ii) cancel and receive a full refund of monies paid (excluding insurance premiums). Except where covered by clause 26, The owners will also pay you reasonable compensation of 3% of rental monies paid.

25. Prices are based on an exchange rate of Eu1.5464 to £1. The owners may surcharge only as a result of government action or currency changes, but guarantees to absorb an amount equivalent to 2% of the rental price (excluding insurance premiums) and any excess may be surcharged. If this means an increase of more than 10% you may cancel the booking with a full refund (excluding insurance premiums) provided this right is exercised in writing within 14 days of the date of issue of any revised invoice.

FORCE MAJEURE

26. The owner cannot accept any liability for compensation where performance or prompt performance of its contractual obligations is prevented or affected by reasons outside its control or by circumstances amounting to force majeure nor for any failures in the supply of public services, plumbing or sewage systems or domestic equipment (but will endeavour to arrange prompt repair).

LAW

27. These terms & conditions and the contract to which they apply are governed in all respects by English law and the English courts only shall have jurisdiction in relation to them.
